Charleston County SCHOOL DISTRICT

Board of Trustees Meeting Agenda
July 27, 2026 at 3:30 PM

75 Calhoun Street, Board Room

1. Opening Items

1A. Call to Order

1B. Invocation/Moment of Silence and Pledge of Allegiance to the Flag

1C. Adoption of the Agenda

1D. Approval of the June 22, 2026 Board of Trustees Meeting Minutes
June 22, 2026 Board Meeting Minutes V1.docx

2. Special Recognition

2A. Welcome Back to School

3. Public Comments

3A. Public Comments in Person according to Public Comment Policy

3B. Review of Online Public Comments Submitted

4. Audit & Finance Committee

4A. 2017-2022 Capital Program Phase IV Sales Tax Capital Building, Capital Maintenance, and Technology Upgrades and Replacements Budget Reallocation
2017 2022 Bldg Program Phase IV Reallocation Res Bldg Prog.pdf
Phase IV Res for Bldg Prog and Cap Maint Tech Replacements and Upgrades.pdf
Cap Maint Phase IV Reallocation Jul 2026.pdf

4B. 2023-2028 Capital Program Phase V Sales Tax Capital Maintenance Budget Reallocation
2023-2028 Capital Program Phase V Reallocation.pdf

4C. Fixed Cost of Ownership (FCO) FY27 – Budget Reallocation (Jeff

Borowy, PE, Chief Operating Officer)
Fixed Cost of Ownership Program Reallocation Resolution
FCOFY27.pdf

4D. Phase VI Sales Tax 2029-2034 Funding Profile and Projects List
Charleston County Education Sales Tax Projections.pdf
Phase VI (2029-2034) CAPITAL PROGRAM FUNDING PROFILE.pptx.pdf
Phase VI (2029 - 2034) Project List rev2.xlsx

4E. Approval to Place an Extension of the Previously Approved (November 2020) One Percent Education Capital Improvements Sales and Use Tax on the Ballot for Consideration on November 3, 2026

Final_2026_Resolution-v3 (1).docx

4F. Adoption of a Resolution to Provide for the Issuance and Sale of not Exceeding One Hundred Thirty-Two Million Dollars ($132,000,000) General Obligation Bonds, Series 2026A and not Exceeding Ten Million Dollars ($10,000,000) General Obligation Bonds, Taxable Series 2026B of Charleston County School District, South Carolina, to Prescribe the Purposes for which the Proceeds Shall be Expended, to Provide for the Payment Thereof, and Other Matters Relating Thereto
Bond Resolution 12365233.2.docx

5. Convene Executive Session

5A. Convene in Executive Session for the purposes of students' request to remain, a personnel matter involving a teacher appeal, a contractual matter involving the potential purchase of real estate - West Ashley, and to receive legal advice involving the Education Capital Improvement Sales Tax Referendum.

6. Executive Session

6A. Request to Remain - R.B. Stall High School

6B. Request to Remain - Hunley Park Elementary School

6C. Personnel Matter - Teacher Appeal

6D. Contractual Matter - Potential Purchase of Real Estate - West Ashley

6E. Legal Advice - Education Capital Improvement Sales Tax Referendum

7. Open Session Reconvened

7A. Open Session Reconvened

8. Possible Action of Executive Session Items

8A. Request to Remain - R.B. Stall High School

8B. Request to Remain - Hunley Park Elementary School

8C. Personnel Matter - Teacher Dismissal

8D. Contractual Matter - Potential Purchase of Real Estate - West Ashley

8E. Legal Advice - Education Capital Improvement Sales Tax Referendum

9. Policies

9A. JFAB – Admission of Nonresident Students revised as Student Transfers
JFAB ADMISSION OF NONRESIDENT STUDENTS Student Transfers 7.22.26.cleaned (2).pdf

10. Closing Items

10A. Upcoming Meetings:

August 5, 2026 - Audit & Finance
August 10, 2026 - Committee of the Whole
August 24, 2026 - Board of Trustees

10B. Adjournment

Board of Trustees Meeting

Monday, June 22, 2026 – 5:15 PM
75 Calhoun Street – Board Room

Members Present:
Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber (Zoom), Carol Tempel, Leah Whatley, Darlene Roberson, Craig Logan

1. Opening Items

1A. Call to Order
The meeting was called to order at 5:16 p.m.

1B. Invocation/Moment of Silence and Pledge of Allegiance to the Flag

1C. Election of Board Chair
Keith Grybowski nominated Pamela McKinney
Carol Tempel nominated Darlene Roberson

Motion to accept Trustee McKinney for Board Chair
Yea: Keith Grybowski, Leah Whatley, Pamela McKinney, Carlotte Bailey, Michele Leber
Nay: Craig Logan, Darlene Roberson, Carol Tempel
Not Present at Vote: Carolina Jewett
Final Resolution: Motion Passed

1D. Adoption of the Agenda and Consent Agenda Items
Motion to adopt the agenda and consent agenda items.
Motion by Leah Whatley, second by Carlotte Bailey

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Michele Leber, Leah Whatley, Carol Tempel**,** Craig Logan
Nay: Darlene Roberson, Carolina Jewett
Final Resolution: Motion Passed

1E. Approval of the May 18, 2026 Board Meeting Minutes
Motion to approve the May 18, 2026 Board of Trustees meeting minutes.
Motion by Darlene Roberson, second by Carlotte Bailey

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Carol Tempel**,**

Abstain: Craig Logan
Final Resolution: Motion Passed

1F. Adoption of the June 8, 2026 Committee of the Whole Meeting Minutes
Motion to approve the June 8, 2026 Committee of the Whole meeting minutes.
Motion by Darlene Roberson, second by Carlotte Bailey

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Carol Tempel**,**
Abstain: Craig Logan

2. Public Hearing on FY2027 Facility Use and Rental Guide and Approval

2A. Public Hearing on FY27 Facility Use and Rental Guide

2B. FY2027 Facility Use and Rental Guide
Motion to approve the updated FY2027 Facility Use and Rental Guide.
Motion by Leah Whatley, second by Carlotte Bailey

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Carol Tempel**,** Craig Logan
Final Resolution: Motion Passed

3. Special Recognition

3A. Special Recognitions

4. Public Comments

4A. Public Comments in Person according to Public Comment Policy

4B. Review of Online Public Comments Submitted

5. Superintendent's Report

5A. Superintendent's Report

6. Audit & Finance Committee

6A. 2023-2028 Capital Program Phase V Sales Tax Capital Maintenance Budget Reallocation

Motion to approve the reallocation of funds in the resolution as presented.
Motion by Leah Whatley, second by Darlene Roberson

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Carol Tempel**,**
Abstain: Craig Logan
Final Resolution: Motion Passed

6B. 2023-2028 Capital Program Phase V Sales Tax Budget Reallocation
Motion to approve the reallocation of funds in the resolution as presented
Funding for JICHS will be contingent upon execution of the agreement.XXXXXXX

Moved by Leah Whatley, second by Darlene Roberson

Motion to amend: Motion for JICHS to only receive the original allocation.
Motion by: Carolina Jewett, second by Leah Whatley

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Carol Tempel**,**
Craig Logan
Final Resolution: Motion Passed

Motion to approve the reallocation of funds in the resolution as presented, with JICHS to only receive the original allocation.
Moved by Leah Whatley, second by Carlotte Bailey

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Carol Tempel**,**
Craig Logan

7. **Convene Executive Session**

7A. Convene in Executive Session
Motion to convene in Executive Session to discuss Requests to Remain, Foreign Exchange Student Request, Student Placement Appeals, Contractual Matter - Hearing Officers and Legal Advice
Motion by Leah Whatley, second by Craig Logan

Yea: Pamela McKinney, Carlotte Bailey, Keith Grybowski, Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Carol Tempel**,**
Craig Logan
Final Resolution: Motion Passed

8. Executive Session

8A. Request to Remain – Wando High School and Jennie Moore Elementary School
8B. Request to Remain – Jerry Zucker Middle School
8C. Request to Remain – CE Williams Middle School
8D. Request to Remain – Montessori Community School
8E. Request to Remain – Whitesides Elementary
8F. Request to Remain – West Ashley High School
8G. Foreign Exchange Student Request – West Ashley High School
8H. Student Placement Appeal
8I. Student Placement Appeal
8J. Contractual Matter: Hearing Officers
8K. Legal Advice: Authority of Charleston County Historic Preservation Commission
8L. Legal Advice: Compliance with State Ethics Act

9. Open Session Reconvened

9A. Open Session Reconvened
Motion to reconvene open session.

Motion by Craig Logan, second by Leah Whatley

Yea**:** Michele Leber, Leah Whatley, Darlene Roberson, Pamela McKinney, Carol Tempel, Carlotte Bailey, Carolina Jewett, Keith Grybowski, Craig Logan
Final Resolution: Motion Passed

10. Possible Action of Executive Session Items

10A. Request to Remain - Wando High School and Jennie Moore Elementary School

Motion to grant the request to remain in Wando High School and Jennie Moore Elementary as stated, with no tuition and transportation provided.
Motion by Darlene Roberson, second by Michele Leber

Yea: Carolina Jewett, Carlotte Bailey, Leah Whatley, Michele Leber, Pamela McKinney, Carol Tempel, Keith Grybowski, Darlene Roberson, Craig Logan
Final Resolution: Motion Passed

10B. Request to Remain - Jerry Zucker Middle School

Motion to grant the request to remain at Jerry Zucker Middle School, no transportation provided and tuition waived.
Motion by Leah Whatley, second by Michele Leber

Yea: Carlotte Bailey, Carol Tempel, Michele Leber, Carolina Jewett, Leah Whatley, Keith Grybowski, Pamela McKinney, Darlene Roberson, Craig Logan
Final Resolution: Motion Passed

10C. Request to Remain - CE Williams Middle School

Motion to grant the request to remain at CE Williams Middle School with tuition being paid and transportation provided.
Motion by Leah Whatley, second by Carolina Jewett

Yea: Carolina Jewett, Michele Leber, Leah Whatley, Darlene Roberson, Keith Grybowski, Carlotte Bailey, Pamela McKinney, Carol Tempel, Craig Logan
Final Resolution: Motion Passed

10D. Request to Remain - Montessori Community School

Motion to the request to remain at Montessori Community School to be granted.
Motion by Leah Whatley, second by Carlotte Bailey

Yea: Leah Whatley, Darlene Roberson, Carlotte Bailey, Keith Grybowski, Pamela McKinney, Carolina Jewett, Carol Tempel, Craig Logan
Abstain: Michele Leber
Final Resolution: Motion Passed

10E. Request to Remain - Whitesides Elementary

Motion to decline the request to remain at Whitesides Elementary.
Motion by Carolina Jewett, second by Carlotte Bailey

Yea: Darlene Roberson, Carolina Jewett, Carol Tempel, Leah Whatley, Carlotte Bailey, Pamela McKinney, Keith Grybowski, Michele Leber
Final Resolution: Motion Passed

10F. Request to Remain - West Ashley High School

Motion to grant the request if tuition is paid and transportation provided to attend West Ashley HS.
Motion by Leah Whatley, second by Carlotte Bailey

Yea: Keith Grybowski, Darlene Roberson, Carlotte Bailey, Carol Tempel, Leah Whatley, Carolina Jewett, Pamela McKinney, Michele Leber, Craig Logan
Final Resolution: Motion Passed

10G. Foreign Exchange Student Request - West Ashley High School

Motion to accept the foreign exchange student to attend for the 2026-27 school

year.
Motion by Carolina Jewett, second by Carlotte Bailey

Yea: Carlotte Bailey, Carolina Jewett, Pamela McKinney, Keith Grybowski, Michele Leber, Leah Whatley, Carol Tempel, Darlene Roberson, Craig Logan
Final Resolution: Motion Passed

10H. Student Placement Appeal

Motion to uphold the placement.
Motion by Carlotte Bailey, second by Carol Tempel

Yea: Keith Grybowski, Carolina Jewett, Carlotte Bailey, Leah Whatley, Michele Leber, Pamela McKinney, Darlene Roberson, Carol Tempel, Craig Logan
Final Resolution: Motion Passed

10I. Student Placement Appeal

Motion to overturn the panel's decision and place the student on probation for the 2026-27 school year.
Motion by Carolina Jewett, second by Darlene Roberson

Yea: Carolina Jewett, Michele Leber, Darlene Roberson, Craig Logan
Nay: Pamela McKinney, Keith Grybowski, Carlotte Bailey, Leah Whatley, Carol Tempel
Final Resolution: Motion failed

Motion to uphold the decision of the hearing panel.
Motion by Leah Whatley, second by Carlotte Bailey

Yea: Keith Grybowski, Carlotte Bailey, Pamela McKinney, Leah Whatley, Carol Tempel
Nay: Carolina Jewett, Michele Leber, Darlene Roberson, Craig Logan
Final Resolution: Motion Passed

10J. Contractual Matter: Hearing Officers

Motion to approve the referenced list of hearing officers for the 2026-2027 school year.
Motion by Leah Whatley, second by Carlotte Bailey

Yea: Leah Whatley, Carlotte Bailey, Darlene Roberson, Carol Tempel, Keith Grybowski, Michele Leber, Pamela McKinney, Carolina Jewett, Craig Logan
Final Resolution: Motion Passed

10K. Legal Advice: Authority of Charleston County Historic Preservation Commission

10L. Legal Advice: Compliance with State Ethics Act

11. Policies

11A. J Policies (JICDA, JICFAA and JICI)

Motion to approve policies JICFAA, and JICI for first reading.
Motion by Keith Grybowski, second by Leah Whatley

Yea: Pamela McKinney, Keith Grybowski, Carol Tempel, Carlotte Bailey, Carolina Jewett, Leah Whatley, Darlene Roberson, Michele Leber, Craig Logan
Final Resolution: Motion Passed

Motion to approve JICDA as amended by Staff.
Motion by Keith Grybrowski, Second by Leah Whatley

Yea: Pamela McKinney, Keith Grybowski, Carol Tempel, Carlotte Bailey, Carolina Jewett, Leah Whatley, Darlene Roberson, Michele Leber, Craig Logan
Final Resolution: Motion Passed

Motion to change Carolina Jewett's vote on Policy JICFAA and JICI to oppose.
Motion by Carolina Jewett, second by Leah Whatley
Final Resolution: Motion Passed

12. **Consent Agenda Items**

12A. Innovative & Elective Courses Requiring Local Board Approval

12B. Revision of the 2026-27 Academic Calendar

12C. Academic Calendar for 2027-2028 school year.

12D. J Policies (JE, JEB, JFAA, JFB, JFC)

13. **Closing Item**

13A. Upcoming Meetings:

July 20, 2026 - Audit & Finance
July 27, 2026 – Board Meeting

13B. **Adjournment**
Motion to adjourn the meeting.
Motion by Leah Whatley, second by Carol Tempel

The meeting was adjourned by unanimous vote at 9:46 p.m.

RESOLUTION REQUESTING REALLOCATION OF FUNDING
2017-2022 CAPITAL PROGRAM (Phase IV) SALES TAX

2017-2022 CAPITAL PROGRAM (Phase IV) SALES TAX - TOTAL BUDGETS AND ADJUSTMENTS				
PROJECT #	PROJECT	APPROVED BUDGET	PROPOSED BUDGET	VARIANCE
5212	NEW LUCY GARRETT BECKHAM HS	$112,989,788	$111,064,226	($1,925,562)
9970	PROGRAM CONTINGENCY	$1,444,249	$3,369,811	$1,925,562
	TOTAL	$114,434,037	$114,434,037	$0

Resolved this 22nd day of June 2026

By: Daniel T Prentice 06/24/2026
Daniel Prentice — Date
Chief Financial Officer

By: Jeffrey T Borowy
Jeffrey T Borowy (Jun 25, 2026 08:10:38 EDT) 06/25/2026
Jeffrey Borowy — Date
Chief Operating Officer

By: Jasmeen Shaw 06/25/2026
Jasmeen Shaw — Date
Executive Director of Capital Programs

RESOLUTION REQUESTING REALLOCATION OF FUNDING
2017-2022 CAPITAL PROGRAM (Phase IV) - TECHNOLOGY REPLACEMENTS & UPGRADES - SALES TAX

2017-2022 CAPITAL PROGRAM (Phase IV)- SALES TAX - TECHNOLOGY - TOTAL BUDGETS AND ADJUSTMENTS				
PROJECT #	PROJECT	APPROVED BUDGET	PROPOSED BUDGET	VARIANCE
5285	TECHNOLOGY INFRASTRUCTURE	$24,340,130	$30,590,130	$6,250,000
9970	PROGRAM CONTINGENCY	$7,143,833	$893,833	($6,250,000)
			$0	$0
			$0	$0
				$0.00
	TOTAL	$31,483,963	$31,483,963	$0

*Note: The **Approved and Proposed** budget for Program Contingency includes reallocation amounts that are pending Board approval on current July 27, 2026 item; Program Contingency ($1,925,562) from Capital Building and ($3,774,022) from Capital Maintenance

Resolved this 22nd day of June 2026

By: Daniel T. Prentice　　07/15/2026
Daniel Prentice　　Date
Chief Financial Officer

By: Kenneth Buckheister　　07/14/2026
Kenneth Buckheister　　Date
Executive Associate Director of Information Technology

Joyce Costello - Capital Projects Accounting 6/22/26

RESOLUTION REQUESTING REALLOCATION OF FUNDING
2017-2022 CAPITAL PROGRAM (Phase IV) - CAPITAL MAINTENANCE - SALES TAX

2017-2022 CAPITAL PROGRAM (Phase IV)- SALES TAX - CAPITAL MAINTENANCE - TOTAL BUDGETS AND ADJUSTMENTS				
PROJECT #	PROJECT	APPROVED BUDGET	PROPOSED BUDGET	VARIANCE
5270	CARIO MS (HVAC) - [YEAR 6]	$8,047,893	$8,030,334	($17,559)
5270	MARY FORD EARLY LEARNING (HVAC) - [YEAR 6]	$474,185	$468,637	($5,548)
5270	MIDLAND PARK PRIMARY (HVAC) - [YEAR 6]	$2,504,154	$2,503,766	($388)
5270	MAMIE WHITESIDES ES (HVAC) - [YEAR 6]	$1,360,245	$1,161,890	($198,355)
5270	ST. JOHN'S HS (HVAC) - [YEAR 6]	$6,821,096	$6,121,096	($700,000)
5270	JANE EDWARDS ES (HVAC) - [YEAR 6]	$111,954	$86,954	($25,000)
5271	CARIO MS (ROOF) - [YEAR 6]	$5,626,107	$5,593,935	($32,172)
5272	ST. JOHN'S HS (PLUMBING) - [YEAR 6]	$700,000	$0	($700,000)
5272	MILITARY MAGNET ACADEMY (PLUMBING) - [YEAR 6]	$300,000	$0	($300,000)
5272	MEETING STREET @ BRENTWOOD (PLUMBING) - [YEAR 6]	$2,940,281	$1,940,281	($1,000,000)
5273	SANDERS-CLYDE ES (EXTERIOR ENVELOPE) - [YEAR 6]	$250,000	$0	($250,000)
5274	MT. ZION ES (PAVING) - [YEAR 6]	$722,689	$252,689	($470,000)
5279	CHARLESTON CHARTER MATH & SCIENCE - (DOORS & HARDWARE) - [YEAR 6]	$75,000	$0	($75,000)
9970	PROGRAM CONTINGENCY	$1,444,249	$5,218,271	$3,774,022
	TOTAL	$31,377,853	$31,377,853	$0

[Year X of 6] - denotes projects previously approved by the Board as part of the Capital Maintenance 6 Year Plan

Resolved this 23rd day of June 2026

By: Daniel T. Prentice 07/16/2026
Daniel Prentice
Chief Financial Officer
Date

By: 7/6/26
Jeffrey Borowy
Chief Operating Officer
Date

By: 7/6/26
Steve Hamer
Associate of Facilities Management
Date

RESOLUTION REQUESTING REALLOCATION OF FUNDING
2023-2028 CAPITAL PROGRAM (Phase V) SALES TAX - CAPITAL MAINTENANCE

2023-2028 CAPITAL PROGRAM (Phase V) SALES TAX - CAPITAL MAINTENANCE - TOTAL BUDGETS AND ADJUSTMENTS				
PROJECT #	PROJECT	APPROVED BUDGET	PROPOSED BUDGET	VARIANCE
6243	NEW CHARLESTON CHARTER MATH & SCIENCE - (DOORS & HARDWARE) - [YEAR 4]	$0	$75,000	$75,000
6247	NEW SANDERS-CLYDE ES (EXTERIOR ENVELOPE) - [YEAR 4]	$0	$250,000	$250,000
6253	NEW ST. JOHN'S HS (HVAC) - [YEAR 4]	$0	$700,000	$700,000
6253	JANE EDWARDS ES (HVAC) - [YEAR 4]	$1,302,383	$1,327,383	$25,000
6256	MT. ZION ES (PAVING) - [YEAR 4]	$360,000	$830,000	$470,000
6258	ST. JOHN'S HS (PLUMBING) - [YEAR 4]	$2,345,000	$3,045,000	$700,000
6258	NEW MILITARY MAGNET ACADEMY (PLUMBING) - [YEAR 4]	$0	$300,000	$300,000
9956	PROGRAM CONTINGENCY	$48,460,945	$45,940,945	($2,520,000)
	TOTAL	$52,468,328	$52,468,328	$0

[Year X] - denotes year of execution for project(s) previously approved by the Board as part of the Capital Maintenance 6 Year Plan

NEW - denotes projects that were not originally included as part of the Capital Maintenance 6 Year Plan, adding to Year 4

2023-2028 Capital Program (Phase V) Sales Tax Reallocations to date of Projected Excess Revenues		
Board Approved, 3/22/21	$14,500,000	(**Wave 1** - Ladson ES)
Board Approved, 3/28/22	$26,966,819	(**Wave 1**-New Hursey Montessori, New Ladson ES, New District 9 ES, Early College HS, District Wide Building Improvements, District Wide Athletic Improvements, District Wide Paving Improvements)
Board Approved, 10/24/22	$38,264,901	(**Wave 1**-New District 9 ES; **Wave 2**-New Lambs ES & Early Ed/Family Center, New District 10 MS, James Island MS Early Ed/Family Center, St John's HS Stadium Reno)
Board Approved, 6/26/23	$31,000,000	(**Wave 1**-District Wide Building Improvements(North Charleston HS/Charleston Math&Science),**Wave 3**-Stall HS Expansion)
Board Approved, 6/26/23	$900,000	(**Wave 1**-District Wide Paving Improvements(Whitesides))
Board Approved, 9/25/23	$23,500,000	(**Wave 1**-New Ladson ES, New District 9 ES, Early College HS)
Board Approved, 9/25/23	$7,000,000	(Athletics - St John's HS)
Board Approved, 11/13/23	$46,058,750	(Athletics-Military Magnet HS, Stall HS, North Charleston HS, Academic Magnet HS, Baptist Hill HS, Burke HS, Lucy G Beckham HS, District 4 High Schools)
Board Approved, 10/02/24	$9,100,000	(**Wave 1**-New Hursey Montessori; **Wave 2**-New District 10 MS)
Board Approved, 12/09/24	$26,100,000	(**Wave 1**-District Wide Building Improvements (New Frierson ES); **Wave 3**-New JB Edwards ES, James Island Charter HS Stadium Reno)
Board Approved, 01/27/25	$950,000	(**Wave 3**-Stall HS Expansion)
Board Approved, 03/24/25	$4,000,000	(**Wave 2**-New D10 Middle School (West Ashley))
Board Approved, 08/25/25	$8,660,500	(**Wave 1**-New Ladson ES, New Johns Island ES;**Wave 2**-New District 10 MS; **Wave 3**-Stall HS Expansion)
Board Approved, 12/08/25	$8,080,477	(**Wave 3**-New JB Edwards ES)
Board Approved,, 3/23/26	$1,869,874	(**Wave 1**-District Wide Building Improvements (James Island ES))
Total Amount Reallocated of Projected Excess Revenues	**$246,951,321**	

Resolved this 23rd day of June 2026

By: Daniel T. Prentice 07/07/2026

Daniel Prentice
Chief Financial Officer
Date

By: 7/6/26

Jeffrey Borowy
Chief Operating Officer
Date

By: Steve Hamer 7/6/26

Steve Hamer
Associate of Facilities Management
Date

RESOLUTION REQUESTING REALLOCATION OF FUNDING
Fixed Cost of Ownership and Classroom Modernization FY27

Fixed Cost of Ownership and Classroom Modernization FY27 - TOTAL BUDGETS AND ADJUSTMENTS				
PROJECT #	PROJECT	APPROVED BUDGET	PROPOSED BUDGET	VARIANCE
6342	CONTINGENCY - FORMS A-D	$167,250	$0	($167,250)
6332	FIXTURE, FURNITURE AND EQUIPMENT	$2,447,000	$2,614,250	$167,250
			$0	$0
	TOTAL	$2,614,250	$2,614,250	$0

Resolved this 7th day of July 2026

By: Daniel T. Prentice
07/11/2026
Daniel Prentice
Chief Financial Officer
Date

By: Jeffrey T. Borowy
Jeffrey T. Borowy (Jul 8, 2026 08:27:05 EDT)
07/08/2026
Jeffrey Borowy
Chief Operating Officer
Date

Joyce Costello - Capital Projects Accounting 07/07/26

First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

DAVID CHEATWOOD
MANAGING DIRECTOR
Office: 704.926.2447
Mobile: 704.508.9564
6101 Carnegie Blvd Suite 210
Charlotte NC 28209

Historical Phase V Sales Tax Collections

- The Charleston County School District (the “School District”) began collecting its Phase V Sales Tax revenues in January 2023.
- Through the first 40 months of the 6-year collection period, the School District has received $550 million in revenues.
- Sales Tax revenue collections have continued to grow year-over-year, including growth of 0.95% in 2023, 3.35% in 2024, 4.76% in 2025, and 5.75% for the first four months of 2026.

Calendar Year	2023	2024	2025	2026
January	11,374,433	11,439,121	11,581,362	12,369,255
February	12,168,507	11,817,402	12,278,607	12,680,762
March	14,200,703	14,391,173	14,850,469	15,977,605
April	13,580,622	14,240,583	15,056,686	15,832,595
May	13,571,493	14,369,218	15,108,992	-
June	13,962,686	14,441,538	15,083,316	-
July	13,473,584	13,968,190	14,922,863	-
August	12,989,678	13,004,847	14,179,170	-
September	13,074,240	13,349,458	13,980,830	-
October	13,027,338	14,188,149	14,425,326	-
November	12,686,213	13,146,189	13,881,404	-
December	14,111,025	15,170,929	15,954,754	-
Total	**158,220,522**	**163,526,799**	**171,303,778**	**56,860,218**
Cumulative	**158,220,522**	**321,747,321**	**493,051,098**	**549,911,316**
YoY Growth %	**0.95%**	**3.35%**	**4.76%**	**5.75%**

Note: Sales Tax Revenues are shown in the month of collection with the expectation that the County will receive the funds two months after collection.

Phase VI Sales Tax Overview

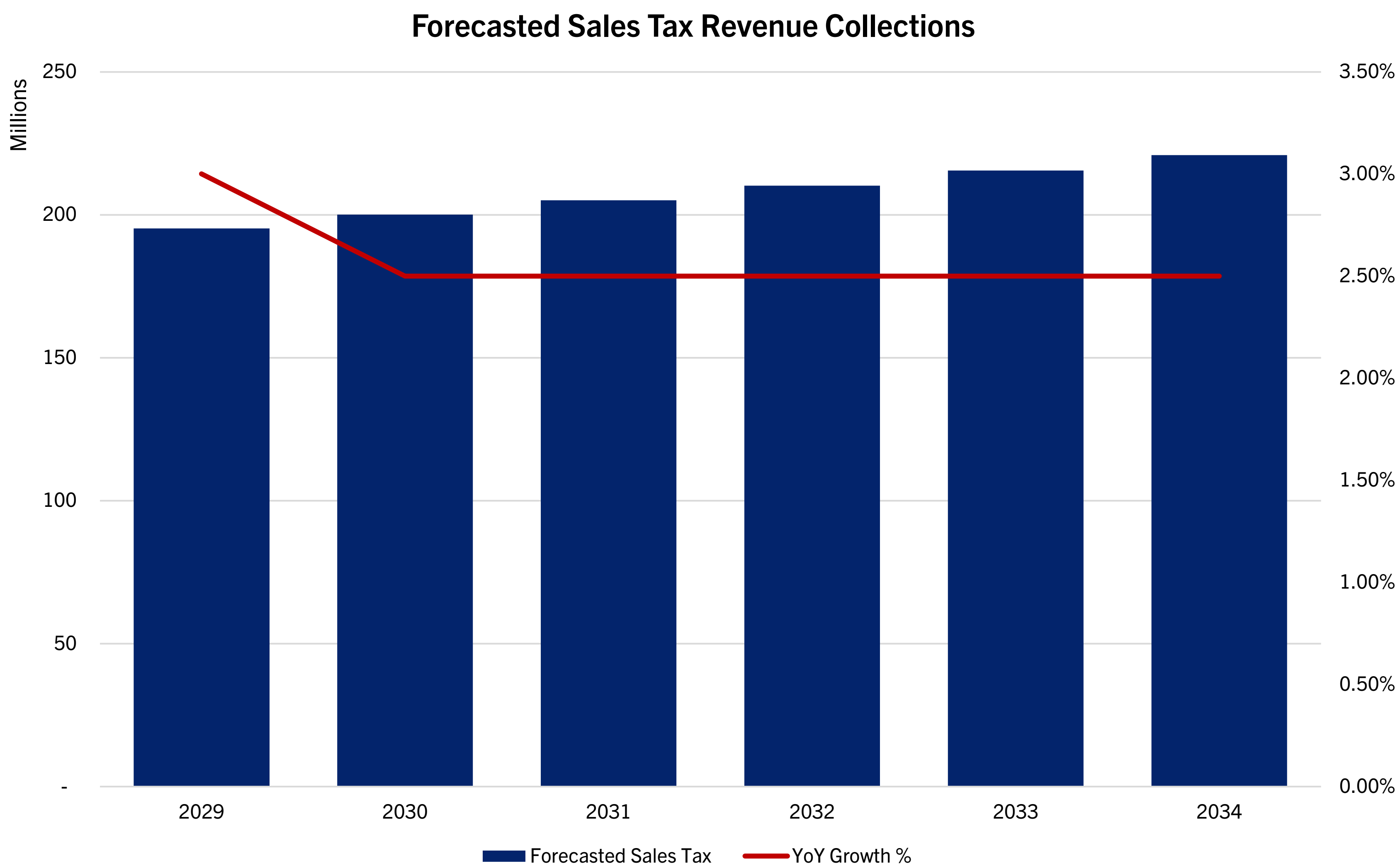
- The School District is planning for a Sales Tax referendum to be voted on in November 2026.
- The Phase VI referendum represents a continuation of prior Sales Tax referenda.
- If passed, collections would begin January 2029 on the heels of Phase V's sunset (December 2028).
- In order to forecast the projection collections associated with Phase VI, First Tryon worked with School District Staff to assess prior referenda collections dating back to Phase III, with a particular emphasis on actual collections within Phase V. Key assumptions include:
  - The remainder of Phase V collections increase 3.00% - 4.00% through December 2028.
  - Year 1 of Phase VI's collections (January 2029 – December 2029) increase 3.00% over 2028.
  - Years 2-6 of Phase VI's collections (January 2030 – December 2034) increase 2.50% annually over each of 2029 - 2033.
- Summaries of the projected $1.25 billion of collections are included on the following pages.

Forecasted Sales Tax Collections – By Month and Calendar Year

Calendar Year	2029	2030	2031	2032	2033	2034	Total
January	13,647,445	13,988,631	14,338,347	14,696,805	15,064,225	15,440,831	87,176,284
February	13,991,141	14,340,920	14,699,443	15,066,929	15,443,602	15,829,692	89,371,728
March	16,876,608	17,298,524	17,730,987	18,174,261	18,628,618	19,094,333	107,803,331
April	17,110,962	17,538,736	17,977,204	18,426,634	18,887,300	19,359,482	109,300,318
May	17,170,404	17,599,664	18,039,655	18,490,647	18,952,913	19,426,736	109,680,017
June	17,141,224	17,569,755	18,008,999	18,459,224	18,920,704	19,393,722	109,493,627
July	16,958,880	17,382,852	17,817,423	18,262,859	18,719,430	19,187,416	108,328,861
August	16,113,720	16,516,563	16,929,478	17,352,715	17,786,532	18,231,196	102,930,204
September	15,888,319	16,285,527	16,692,665	17,109,982	17,537,732	17,976,175	101,490,400
October	16,393,461	16,803,297	17,223,379	17,653,964	18,095,313	18,547,696	104,717,110
November	15,775,329	16,169,712	16,573,955	16,988,304	17,413,011	17,848,337	100,768,647
December	18,131,558	18,584,847	19,049,468	19,525,705	20,013,847	20,514,193	115,819,618
Total	**195,199,051**	**200,079,027**	**205,081,003**	**210,208,028**	**215,463,228**	**220,849,809**	**1,246,880,145**
Cumulative	**195,199,051**	**395,278,077**	**600,359,080**	**810,567,108**	**1,026,030,336**	**1,246,880,145**	
YoY Growth %	**3.00%**	**2.50%**	**2.50%**	**2.50%**	**2.50%**	**2.50%**	

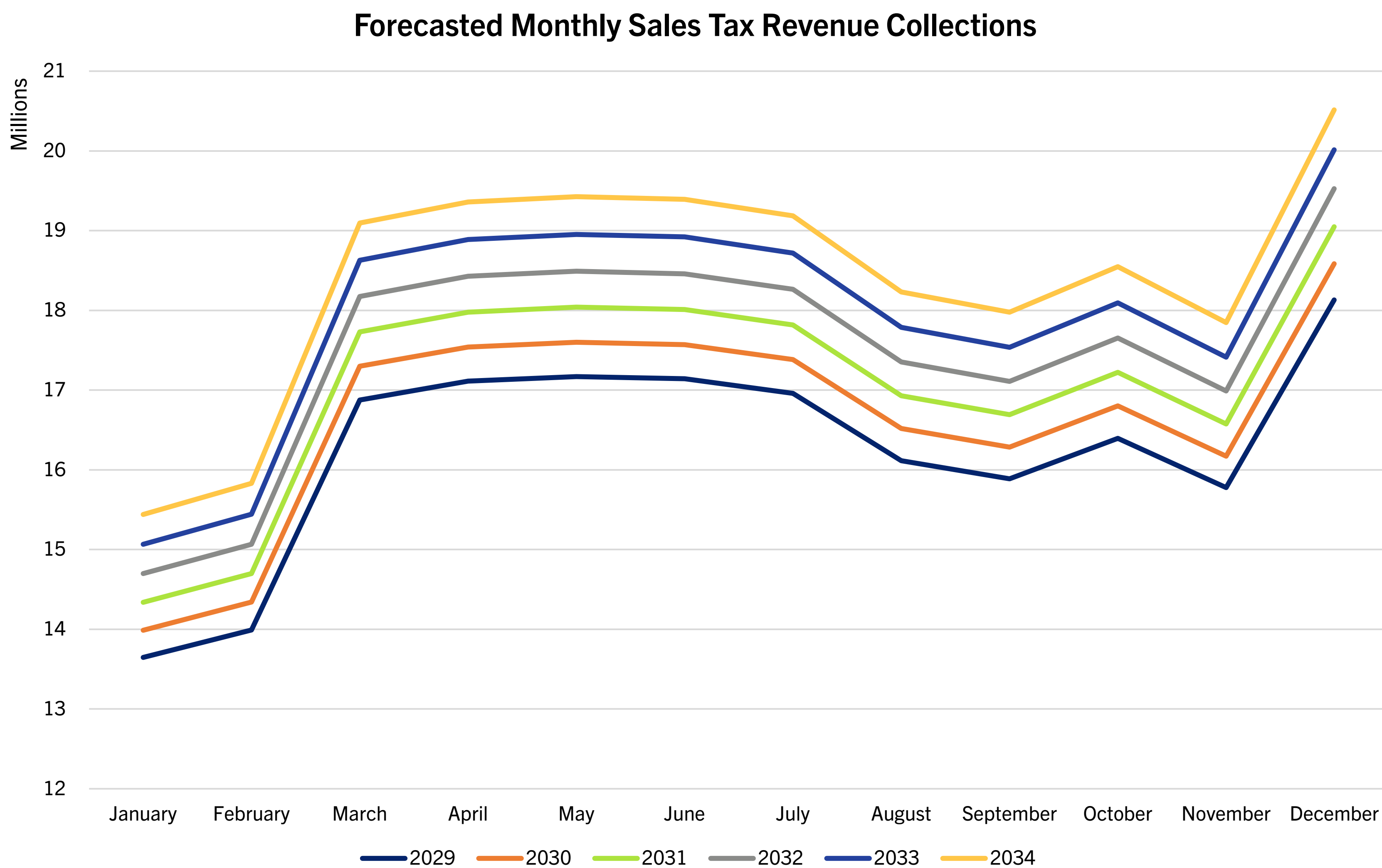
Note: Sales Tax Revenues are shown in the month of collection with the expectation that the County will receive the funds two months after collection.

Forecasted Sales Tax Collections – By Calendar Year



Note: Sales Tax Revenues are shown in the month of collection with the expectation that the County will receive the funds two months after collection.

Forecasted Sales Tax Collections – By Month



Note: Sales Tax Revenues are shown in the month of collection with the expectation that the County will receive the funds two months after collection.

First Tryon Advisors

SIMPLIFYING PUBLIC FINANCE

WWW.FIRSTTRYON.COM

MSRB Registrant

PHASE VI (2029-2034)

CAPITAL PROGRAM FUNDING PROFILE

Jeff Borowy, PE
Chief Operating Officer

Daniel Prentice
Chief Financial Officer

July 27, 2026

INFORMATION TECHNOLOGY

Classroom Technologies Support

- Student & Staff Devices
- Interactive display boards
- Classroom sound systems
- Printers
- Project Management, Maintenance and Support

Network Infrastructure

- Network switching & wireless
- Datacenter
- Marquees/Digital Signage
- Public Address/Emergency Notification
- Telephony
- School based servers
- Surveillance & Access Control
- Cybersecurity
- Cabling Infrastructure

INFORMATION TECHNOLOGY

Recapitalization Pressures

Staff Laptops - endpoint focus

8,000 Total Staff Units **4 Year** Planned Lifecycle

- **Scale:** Must maintain a reliable device for every educator and support team member.
- **Refresh Velocity:** Demands 1,000 – 3,000 new devices annually to prevent critical hardware lag.
- **Funding Constraint:** Purchased exclusively using FCO and sales tax.
- **Deferred Cost:** Delaying cycles forces costly out-of-warranty support and a doubled funding hurdle next fiscal year.

Data Center Core - infrastructure focus

100% Local Funding **5-7 Year** System Lifecycle

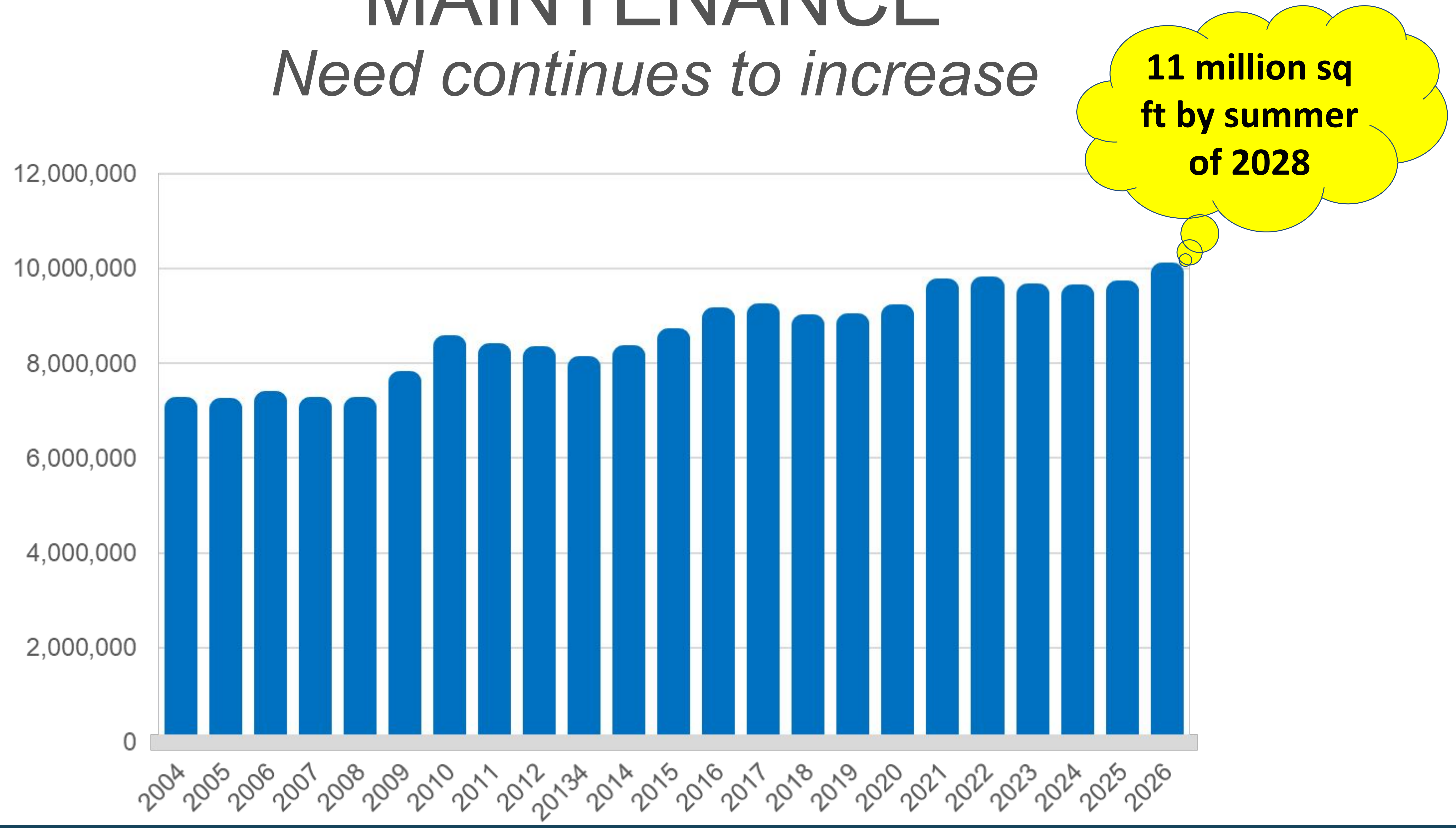
- **Local Reliance:** Completely funded by local sales tax program.
- **System Criticality:** A single point of failure. Outages shut down all classrooms and business systems district-wide.
- **Deferred Cost:** Postponing upgrades triggers exponential vendor support penalties and high-risk operational vulnerability.
- **Modernization Cost:** Often unknown due to rapid advancements of AI

INFORMATION TECHNOLOGY
Funding Increase

- Recent increased life cycle cost of all technologies 30% - 40%
- Projected increased life cycle cost (estimated 5% annually)
- Added/New Technologies for Phase VI
  - Emergency Notification System integration
  - Marquees / Digital Signage
  - Phone Systems
  - Cybersecurity Enhancements
  - Surveillance & Access Control
  - Cabling / fiber optic Infrastructure

MAINTENANCE

Need continues to increase



Charleston County SCHOOL DISTRICT

MAINTENANCE

- Current forecast backlog through 2034 = $200M
- Benchmark need
    - Industry best practice = $78M per year (2% of Current Replacement Value (CRV); not including planned growth
- Average current funding = $59.2M per year
    - Phase V Sales Tax = $52.6M per year
    - Fixed Cost of Ownership = $6.6M per year

SECURITY

- Establish a dedicated capital funding line to supplement Fixed Cost of Ownership
- Enhancements may include
  - Physical Security Upgrades
  - Controlled Access
  - Video Surveillance
  - Communication Systems
  - Emergency Preparedness and Response

CONSTRUCTION
Priorities

- Life Safety
- Capacity (Growth)
- Programmatic Support
- District Standard
- Other

Community Input

FUNDING PROFILE

YEAR	COLLECTIONS	MAINTENANCE	IT	SECURITY	CONSTRUCTION
1	$195,199,051	$55,000,000	$15,000,000	$2,500,000	$125,000,000
2	$200,079,027	$55,000,000	$15,000,000	$2,500,000	$125,000,000
3	$205,081,003	$60,000,000	$15,000,000	$2,500,000	$125,000,000
4	$210,208,028	$60,000,000	$15,000,000	$2,500,000	$120,000,000
5	$215,463,228	$60,000,000	$15,000,000	$2,500,000	$120,000,000
6	$220,849,809	$60,000,000	$16,000,000	$2,500,000	$120,000,000
TOTAL	$1,246,880,146	$350,000,000	$91,000,000	$15,000,000	$735,000,000

Plus $24,000,000 for program management; and $31,880,146 for contingency

QUESTIONS?

Charleston County
SCHOOL DISTRICT

PHASE VI (2029-2034) CAPITAL PROJECTS LIST

	TOTAL BUDGET	CUMULATIVE
Design, construct and equip additional classrooms in a building addition and annex to include weight room, stadium upgrades and	$ 45,000,000	$ 45,000,000
Design, construct, and equip a classroom wing addition to Johns Island Elementary School	$ 13,948,120	$ 58,948,120
Design, construct and equip a Career Technology Education wing at Burke High School	$ 21,044,185	$ 79,992,305
Renovate and equip Baptist Hill Middle School on the C.C. Blaney campus	$ 35,000,000	$ 114,992,305
Design, construct, and equip a replacement Meeting Street School at Brentwood	$ 60,154,245	$ 175,146,550
Design, construct, and equip a new Orange Grove Middle School and Pattison's Academy for Comprehensive Education (PACE) on the former St Andrews High School campus	$ 95,851,452	$ 270,998,002
Design, construct, and equip new multipurpose rooms to include Edith Frierson Montessori, East Cooper Montessori, Belle Hall Elementary and AC Corcoran Elementary Schools	$ 23,119,793	$ 294,117,795
Building and property improvements to include a car loop expansion at Camp Road Middle School and renovations at James Island Elementary School	$ 4,312,374	$ 298,430,169
Design, construct, and equip a replacement Midland Park Primary School	$ 83,574,736	$ 382,004,905
Design, construct, and equip a new elementary school and early education classrooms to accommodate growth in the area of West Ashley Long Savannah	$ 116,080,301	$ 498,085,206
Design, construct, and equip an auditorium and fine arts classrooms for Baptist Hill High School	$ 59,215,914	$ 557,301,120
Design, construct, and equip early education additions to include Laurel Hill Primary, Drayton Hall Elementary and Hunley Park Elementary Schools	$ 42,256,354	$ 599,557,474
Design, construct, and equip Phase III of the recapitalization of Deer Park Middle School	$ 20,022,004	$ 619,579,478
Design, construct, and equip a replacement Mary Ford Early Learning and Family Center	$ 73,297,930	$ 692,877,408
District-wide athletics improvements to include renovation of the Baptist Hill softball field	$ 5,711,753	$ 698,589,161
Design, construct, and equip a new multi-purpose room and classroom addition at Pepperhill Elementary School	$ 26,410,839	$ 725,000,000
District-wide land purchase for campus expansion, new schools, and/or bus lots	$ 10,000,000	$ 735,000,000
UNFUNDED PROJECTS		
Design, construct, and equip a replacement Ladson Primary School	$74,404,164	$809,404,164
Design, construct, and equip a replacement Northwoods Middle School	$119,835,150	$929,239,314
Design, construct, and equip a replacement Montessori Community School on the former St. Andrews High School Campus	$40,000,000	$969,239,314
Design, construct, and equip a new District-wide Montessori Middle School and replacement Simmons-Pinckney Middle School	$70,000,000	$1,039,239,314
Design, construct, and equip a building replacement for AC Corcoran Elementary School	$79,718,137	$1,118,957,451

GRAND TOTAL PROJECT LIST	**$1,118,957,451**
TOTAL UNFUNDED	**$383,957,451**

(1) Board approved budget - TBD

A RESOLUTION

TO REIMPOSE A ONE PERCENT (1%) EDUCATION CAPITAL IMPROVEMENTS SALES AND USE TAX WITHIN CHARLESTON COUNTY PURSUANT TO THE EDUCATION CAPITAL IMPROVEMENTS SALES AND USE TAX ACT, SUBJECT TO APPROVAL BY REFERENDUM; TO DESIGNATE THE SPECIFIC EDUCATION CAPITAL IMPROVEMENTS TO BE FUNDED WITH THE PROCEEDS OF THE SALES AND USE TAX; TO PROVIDE THE MAXIMUM TIME FOR WHICH THE TAX WILL BE IMPOSED; TO ORDER A COUNTY-WIDE REFERENDUM APPROVING THE REIMPOSITION OF THE SALES AND USE TAX; TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTION IN THE REFERENDUM; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CHARLESTON COUNTY SCHOOL DISTRICT, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings. The Board of Trustees (the "Board"), the governing body of Charleston County School District, South Carolina (the "School District"), hereby finds and determines as follows:

(a) The Education Capital Improvements Sales and Use Tax Act (the "Act"), codified as Title 4, Chapter 10, Article 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), authorizes certain school districts within the State of South Carolina as specified in Section 4-10-470 of the Code to impose a one percent sales and use tax within the county in which such school district is located to fund specific education capital improvements for the school district, either directly, or to service general obligation debt incurred by the school district for such improvements, or a combination thereof.

(b) Section 4-10-425(A) of the Code provides that the sales and use tax authorized by the Act may be imposed in the county upon the adoption of an approving resolution by the board of trustees of the school district, and the subsequent approval of the imposition of the sales and use tax by referendum open to all qualified electors residing in such county. The approving resolution must specify (i) the specific education capital improvements to be funded with proceeds of the sales and use tax, either directly or through general obligation bonds repaid from proceeds of the tax or a combination thereof, (ii) the period, stated in calendar years, not to exceed fifteen years, for which the sales and use tax may be imposed, (iii) the date of the referendum, and (iv) the question to appear on the referendum ballot which shall include each specific education capital improvement included in the resolution.

(c) Charleston County, South Carolina (the "County") qualifies as a county in which the sales and use tax may be imposed pursuant to the requirements of Section 4-10-470(A) of the Code.

(d) Pursuant to the provisions of the Act, a resolution adopted by the Board on August 9, 2010 and a referendum held within the County on November 2, 2010, the Board imposed a one percent sales and use tax (the "Phase III Tax") for a period commencing on March 1, 2011 and terminating on December 31, 2016 to fund certain education capital improvement projects. Pursuant to the provisions of the Act, a resolution adopted by the Board on August 14, 2014 and a referendum held within the County on November 4, 2014, the Board reimposed a one percent sales and use tax (the "Phase IV Tax") for a period commencing on January 1, 2017 and terminating on December 31, 2022 to fund certain education capital improvement projects. Pursuant to the provisions of the Act, the Board adopted a resolution on July 27, 2020 reimposing a one percent sales and use tax (the "Phase V Tax") to fund certain additional education capital improvement projects upon the termination of the Phase IV Tax. The Phase V Tax was approved by referendum held within the County on November 3, 2020. Collection of the Phase V Tax commenced on January 1, 2023 and will terminate on December 31, 2028.

(e) The Board has determined, after due investigation, that certain additional capital improvements are necessary within the School District and finds that it is in the best interest of the residents of the School District that such improvements be funded, either directly or through the payment of debt service on general obligation debt incurred for such improvements, or a combination thereof, from the proceeds of a sales and use tax and, accordingly, desires to reimpose the sales and use tax upon termination of the Phase V Tax.

(f) Section 4-10-460 of the Code provides that the sales and use tax authorized by the Act may be renewed and imposed in the same manner as proceedings for the initial imposition of the tax, and further provides that a referendum on the question of reimposition of a sales and use tax must not be held earlier than within the calendar year which is two years before the calendar year in which the tax then in effect is scheduled to terminate, but any reimposition is effective immediately upon the termination of the tax previously imposed.

(g) The Board has now determined to adopt this Resolution to reimpose the sales and use tax authorized by the Act upon the subsequent approval of the reimposition of the sales and use tax by referendum open to all qualified electors residing in the County (the "Referendum"), to designate the specific education capital improvements to be funded with proceeds of the sales and use tax, and to specify the period of time for which the tax may be imposed, the date of the Referendum, and the question to appear on the Referendum ballot.

SECTION 2. Reimposition of Sales and Use Tax and Designation of Education Capital Improvements. Pursuant to the authorization of the Act and subject to approval by Referendum as set forth in Section 4 below, the Board hereby imposes a one percent sales and use tax (the "Sales and Use Tax") to fund the following education capital improvement projects, whether directly through expenditure of the proceeds of the Sales and Use Tax, through the payment of debt service on general obligation bonds issued by the School District to fund such capital improvements from the proceeds of the Sales and Use Tax, or a combination thereof:

1. District-wide school safety and security enhancements to include physical security upgrades, controlled access, video surveillance, communication systems, and measures for continuous improvement of emergency preparedness and response

2. Design, construct and equip additional classrooms in a building addition and annex to include weight room, stadium upgrades and parking additions at Lucy Beckham High School

3. Design, construct, and equip a classroom wing addition to Johns Island Elementary School

4. Design, construct, and equip a Career Technology Education wing at Burke High School

5. Renovate and equip Baptist Hill Middle School on the C.C. Blaney campus

6. Design, construct, and equip a replacement Meeting Street School at Brentwood

7. Design, construct, and equip a new Orange Grove Middle School and Pattison's Academy for Comprehensive Education (PACE) on the former St Andrews High School campus

8. Design, construct, and equip new multipurpose rooms to include Edith Frierson Montessori, East Cooper Montessori, Belle Hall Elementary and AC Corcoran Elementary Schools

9. Building and property improvements to include a car loop expansion at Camp Road Middle School and renovations at James Island Elementary School

10. Design, construct, and equip a replacement Midland Park Primary School

11. Design, construct, and equip a new elementary school and early education classrooms to accommodate growth in the area of West Ashley Long Savannah

12. Design, construct, and equip an auditorium and fine arts classrooms for Baptist Hill High School

13. Design, construct, and equip early education additions to include Laurel Hill Primary, Drayton Hall Elementary and Hunley Park Elementary Schools

14. Design, construct, and equip Phase III of the recapitalization of Deer Park Middle School

15. Design, construct, and equip a replacement Mary Ford Early Learning and Family Center

16. District-wide athletics improvements to include renovation of the Baptist Hill softball field

17. Design, construct, and equip a new multi-purpose room and classroom addition at Pepperhill Elementary School

18. District-wide land purchase for campus expansion, new schools, and/or bus lot

19. Design, construct, and equip a replacement Ladson Primary School

20. Design, construct, and equip a replacement Northwoods Middle School

21. Design, construct, and equip a replacement Montessori Community School on the former St. Andrews High School Campus

22. Design, construct, and equip a new District-wide Montessori Middle School and replacement Simmons-Pinckney Middle School

23. Design, construct, and equip a building replacement for AC Corcoran Elementary School

together with the cost of capital maintenance and technology replacement, upgrades and innovation at school facilities of Charleston County School District (collectively, the "Education Capital Improvements").

SECTION 3. Duration of Tax. Subject to approval by Referendum as set forth in Section 4 below, the Sales and Use Tax authorized herein shall be imposed for a period of six calendar years, commencing immediately upon the termination of the Phase V Tax on December 31, 2028 and terminating, if not earlier, on December 31, 2034.

SECTION 4. Ordering of Referendum. The Board hereby orders the Referendum on the question of the reimposition of the one percent Sales and Use Tax for a period of six calendar years for the purpose of funding the Education Capital Improvements to be held at the general election on November 3, 2026, which is a general election meeting the requirements of Section 4-10-425(A) and Section 4-10-460 of the Code.

SECTION 5. Referendum Question. The form of the question to appear on the Referendum ballot shall read substantially as follows:

BALLOT QUESTION

EDUCATION CAPITAL IMPROVEMENTS SALES AND
USE TAX ACT REFERENDUM FOR CHARLESTON COUNTY

Must a special one percent sales and use tax be imposed in Charleston County for not more than six years with the revenue of the tax used to pay, directly or indirectly, the cost of the following education capital improvement projects in Charleston County:

1. District-wide school safety and security enhancements to include physical security upgrades, controlled access, video surveillance, communication systems, and measures for continuous improvement of emergency preparedness and response

2. Design, construct and equip additional classrooms in a building addition and annex to include weight room, stadium upgrades and parking additions at Lucy Beckham High School

3. Design, construct, and equip a classroom wing addition to Johns Island Elementary School

4. Design, construct, and equip a Career Technology Education wing at Burke High School

5. Renovate and equip Baptist Hill Middle School on the C.C. Blaney campus

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23. Design, construct, and equip a building replacement for AC Corcoran Elementary School

together with the cost of capital maintenance and technology replacement, upgrades and innovation at school facilities of Charleston County School District?

All revenue received from the sales and use tax will be used to pay the costs of the education capital improvement projects described above and to pay debt service on general obligation bonds, if any, issued by Charleston County School District to fund the education capital improvement projects described above. Collection of the sales and use tax will commence upon the termination of the one percent education capital improvements sales and use tax currently imposed in Charleston County on December 31, 2028.

Yes [ ]
No [ ]

Those voting in favor of the question shall deposit a ballot with a check or cross mark in the square after the word "Yes", and those voting against the question shall deposit a ballot with a check or cross mark in the square after the word "No".

SECTION 6. Election Authority. A certified copy of this Resolution shall be filed with the Charleston County Board of Elections and Voter Registration (the "Election Authority") which shall be requested to conduct the Referendum on the question of the imposition of the Sales and Use Tax in the County substantially in the form of the question set forth in Section 5 hereof, and the Election Authority is hereby requested as follows:

(a) To join in the action of the School District in providing for the publication of notices of Referendum as required by law;

(b) To arrange for polling places for each precinct within the County;

(c) To appoint Managers of Election;

(d) To conduct the Referendum, receive the returns thereof, canvass such returns, and declare the results thereof;

(e) To certify the results of the Referendum by resolution and within ten days thereafter file the resolution with the Clerk of Court for Charleston County and with the South Carolina Department of Revenue; and

(f) To take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Referendum.

SECTION 7. Repeal of Inconsistent Resolutions. All resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed and rescinded.

DONE AND ADOPTED in meeting duly assembled this 27th day of July, 2026.

CHARLESTON COUNTY SCHOOL DISTRICT,
SOUTH CAROLINA

____
Chair, Board of Trustees

ATTEST:

____
Secretary, Board of Trustees

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Secretary of the Board of Trustees (the "Board") of Charleston County School District, South Carolina (the "District"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by the Board at a regular meeting duly called and held on the 27th day of July, 2026, at which meeting a majority of the membership of the Board was present;

That as required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, written public notice of the regular meetings of the Board (showing the date, time and place of the meetings) is prominently posted in the administrative office of the District, and was provided to the local news media at the beginning of calendar year 2026. Notice for the special meeting was posted as early as was practical, but not later than twenty-four hours prior to the meeting. The agenda for the meeting of July 27, 2026 was prominently posted in the administrative office of the District at least twenty-four hours prior to the commencement of said meeting;

That the adoption of the Resolution was duly moved and seconded and adopted by those present; and

That the original of the Resolution is duly entered in the permanent records of the Board, in my custody as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the District, this 27th day of July, 2026.

(SEAL)

____

Secretary, Board of Trustees of
Charleston County School District, South Carolina

A RESOLUTION

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE HUNDRED THIRTY-TWO MILLION DOLLARS ($132,000,000) GENERAL OBLIGATION BONDS, SERIES 2026A AND NOT EXCEEDING TEN MILLION DOLLARS ($10,000,000) GENERAL OBLIGATION BONDS, TAXABLE SERIES 2026B OF CHARLESTON COUNTY SCHOOL DISTRICT, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

TABLE OF CONTENTS

ARTICLE I
FINDINGS OF FACT

ARTICLE II
DEFINITIONS AND CONSTRUCTION

ARTICLE III
ISSUANCE OF BONDS

ARTICLE IV
PURCHASE OF BONDS

ARTICLE V
SALE OF BONDS

ARTICLE VI
DISPOSITION OF PROCEEDS OF SALE OF BONDS

ARTICLE VII
DEFEASANCE OF BONDS

ARTICLE VIII
FEDERAL TAX CONSIDERATIONS

ARTICLE IX
MISCELLANEOUS

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CHARLESTON COUNTY SCHOOL DISTRICT, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Resolution and the issuance of the bonds provided for herein, the Board of Trustees of Charleston County School District, South Carolina (the "Board"), the governing body of Charleston County School District, South Carolina (the "District"), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01 Objectives of Expenditures of Series 2026A Bonds.

As of December 1, 2005, the District entered into a School Facilities Purchase and Occupancy Agreement (the "2005 Facilities Agreement") with Charleston Educational Excellence Financing Corporation, a South Carolina nonprofit corporation ("CEEFC"). Pursuant to the 2005 Facilities Agreement, the District occupied certain school facilities subject thereto (the "Original 2005 Facilities"). As of May 1, 2013, the District entered into an Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2013B Facilities Agreement") with CEEFC in order to release a portion of the Original 2005 Facilities from the provisions of the 2005 Facilities Agreement, as amended and restated by the 2013B Facilities Agreement, and to refinance the remaining Original 2005 Facilities (the "Amended 2005 Facilities") pursuant to the terms of the 2013B Facilities Agreement. The Amended 2005 Facilities were refinanced through the issuance by CEEFC of its $343,420,000 Installment Purchase Revenue Refunding Bonds, Series 2013B (the "Series 2013B Installment Bonds"). The 2013B Facilities Agreement provides for the payment by the District on a semi-annual basis of a portion of the purchase price of the Amended 2005 Facilities. By making each such payment of purchase price, the District acquires an undivided interest in the Amended 2005 Facilities. Upon the making of the final scheduled payment of purchase price under the 2013B Facilities Agreement, the District will have purchased all of the interest of CEEFC in the Amended 2005 Facilities and will own the same outright. CEEFC has, pursuant to an Amended and Restated Trust Agreement between it and Wells Fargo Bank, N.A., as trustee (together with Computershare Trust Company, National Association, as successor trustee, the "Trustee"), dated as of May 1, 2013 (the "2013B Trust Agreement"), assigned its right to receive payments of purchase price under the 2013B Facilities Agreement to the Trustee.

As of October 1, 2020, the District entered into a First Supplemental Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2020 Supplemental Facilities Agreement") with CEEFC in connection with the District's further refinancing of its acquisition of the Amended 2005 Facilities. CEEFC refinanced the Amended 2005 Facilities through the issuance of its $156,835,000 Installment Purchase Revenue Refunding Bonds, Taxable Series 2020 (the "Series 2020 Installment Bonds"), the proceeds of which were used to refund portions of the Series 2013B Installment Bonds. The 2020 Supplemental Facilities Agreement, among other things, amended the 2013B Facilities Agreement to decrease the payments of purchase price due with respect to the acquisition of the Amended 2005 Facilities. Pursuant to a First Supplemental Amended and Restated Trust Agreement dated as of October 1, 2020 (the "2020 Supplemental Trust Agreement"), CEEFC assigned its right to receive payments of purchase price under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, to the Trustee to pay debt service on the remaining outstanding Series 2013B Installment Bonds and the Series 2020 Installment Bonds.

As of September 1, 2023, the District entered into a Second Supplemental Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2023 Supplemental Facilities Agreement") with CEEFC in connection with the District's further refinancing of its acquisition of the Amended 2005 Facilities. CEEFC further refinanced the Amended 2005 Facilities through the issuance of its $141,580,000 Installment Purchase Revenue Refunding Bonds, Series 2023 (the "Series 2023 Installment Bonds"), the proceeds of which were used to refund the remaining callable maturities of the Series 2013B Installment Bonds. The 2023 Supplemental Facilities Agreement, among other things, amended and supplemented the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, to further decrease the payments of purchase price due with respect to the acquisition of the Amended 2005 Facilities. Pursuant to a Second Supplemental Amended and Restated Trust Agreement dated as of September 1, 2023 (the "2023 Supplemental Trust Agreement"), CEEFC assigned its right to receive payments of purchase price under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement and the 2023 Supplemental Facilities Agreement, to the Trustee to pay debt service on the remaining outstanding Series 2013B Installment Bonds, the Series 2020 Installment Bonds and the Series 2023 Installment Bonds. All of the Series 2013B Installment Bonds were retired at maturity or by prior redemption on December 1, 2023 and are no longer outstanding.

As of December 1, 2025, the District entered into a Third Supplemental Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2025 Supplemental Facilities Agreement") with CEEFC in connection with the District's further refinancing of its acquisition of the Amended 2005 Facilities. CEEFC further refinanced the Amended 2005 Facilities through the issuance of its $38,070,000 Installment Purchase Revenue Refunding Bonds, Series 2025 (the "Series 2025 Installment Bonds"), the proceeds of which were used to provide funds to pay the purchase price for certain of the outstanding Series 2020 Installment Bonds that were tendered for purchase by the holders thereof. The 2025 Supplemental Facilities Agreement, among other things, amended and supplemented the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement and the 2023 Supplemental Facilities Agreement, to further decrease the payments of purchase price due with respect to the acquisition of the Amended 2005 Facilities. Pursuant to a Third Supplemental Amended and Restated Trust Agreement dated as of December 1, 2025 (the "2025 Supplemental Trust Agreement"), CEEFC assigned its right to receive payments of purchase price under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, to the Trustee to pay debt service on the Series 2020 Installment Bonds, the Series 2023 Installment Bonds and the Series 2025 Installment Bonds.

The District's installment of purchase price falling due under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, on November 16, 2026 is in the amount of $41,928,785.63. Of such amount, $3,375,660.63 will be applied to pay debt service on the Series 2020 Installment Bonds on December 1, 2026, $37,601,375.00 will be applied to pay debt service on the Series 2023 Installment Bonds on December 1, 2026, and $951,750.00 will be applied to pay debt service on the Series 2025 Installment Bonds on December 1, 2026. The Board has determined to adopt this Resolution to authorize the issuance of a series of general obligation bonds of the District (the "Series 2026A Bonds") to provide funds with which to pay the purchase price due under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, on November 16, 2026 to pay debt service due on the Series 2020 Installment Bonds, the Series 2023 Installment Bonds and the Series 2025 Installment Bonds on December 1, 2026.

As of June 1, 2006, the District entered into a School Facilities Purchase and Occupancy Agreement (the "2006 Facilities Agreement") with CEEFC. Pursuant to the 2006 Facilities Agreement, the District occupied certain school facilities subject thereto (the "Original 2006 Facilities"). As of September 1, 2014, the District entered into an Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2014 Facilities Agreement") with CEEFC in order to release a portion of the Original 2006 Facilities from the provisions of the 2006 Facilities Agreement, as amended and restated by the 2014 Facilities Agreement, and to refinance the remaining Original 2006 Facilities (the "Amended 2006 Facilities") pursuant to the terms of the 2014 Facilities Agreement. The Amended 2006 Facilities were refinanced through the issuance by CEEFC of its $111,565,000 Installment Purchase Revenue Refunding Bonds, Series 2014 (the "Series 2014 Installment Bonds"). The 2014 Facilities Agreement provides for the payment by the District on a semi-annual basis of a portion of the purchase price of the Amended 2006 Facilities. By making each such payment of purchase price, the District acquires an undivided interest in the Amended 2006 Facilities. Upon the making of the final scheduled payment of purchase price under the 2014 Facilities Agreement, the District will have purchased all of the interest of CEEFC in the Amended 2006 Facilities and will own the same outright. CEEFC has, pursuant to an Amended and Restated Trust Agreement between it and the Trustee dated as of September 1, 2014 (the "2014 Trust Agreement"), assigned its right to receive payments of purchase price under the 2014 Facilities Agreement to the Trustee.

As of September 1, 2024, the District entered into a First Supplemental Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2024 Supplemental Facilities Agreement") with CEEFC in connection with the District's further refinancing of its acquisition of the Amended 2006 Facilities. CEEFC refinanced the Amended 2006 Facilities through the issuance of its $72,530,000 Installment Purchase Revenue Refunding Bonds, Series 2024 (the "Series 2024 Installment Bonds"), the proceeds of which were used to refund all of the outstanding Series 2014 Installment Bonds. The 2024 Supplemental Facilities Agreement, among other things, amended the 2014 Facilities Agreement to decrease the payments of purchase price due with respect to the acquisition of the Amended 2006 Facilities. Pursuant to a First Supplemental Amended and Restated Trust Agreement dated as of September 1, 2024 (the "2024 Supplemental Trust Agreement"), CEEFC assigned its right to receive payments of purchase price under the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, to the Trustee to pay debt service on the Series 2024 Installment Bonds. All of the Series 2014 Installment Bonds were retired at maturity or by prior redemption on December 12, 2024 and are no longer outstanding.

The District's installment of purchase price falling due under the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, on November 16, 2026 is in the amount of $9,564,000.00. The Board has determined to adopt this Resolution to authorize the issuance of the Series 2026A Bonds to provide funds with which to pay the purchase price due under the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, on November 16, 2026 to pay debt service due on the Series 2024 Installment Bonds on December 1, 2026.

The Board has further determined, after due investigation, that the acquisition, construction, renovation and expansion of certain capital improvements to the facilities of the District are necessary, and that it is in the best interests of the District that the same be financed through the proceeds of the Series 2026A Bonds authorized by this Resolution. Such improvements (collectively, the "Improvements") are described in Exhibit A hereto. It is estimated that the cost of the Improvements will be in the approximate amount of $80,000,000. The Board has determined to defray the cost of the Improvements, including reimbursement of the District for expenditures previously incurred in connection with the Improvements as permitted by the Code (as defined herein), and costs of issuance with a portion of the proceeds of the Series 2026A Bonds authorized herein.

Section 1.02 Objectives of Expenditures of Taxable Series 2026B Bonds.

The District's installment of purchase price which fell due under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, on May 17, 2026 to pay debt service on the Series 2020 Installment Bonds, the Series 2023 Installment Bonds and the Series 2025 Installment

Bonds due on June 1, 2026, was is in the amount of $3,669,185.63 which installment of purchase price was paid by the District when due on May 17, 2026. The District's installment of purchase price which fell due under the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, on May 17, 2026 to pay debt service on the Series 2024 Installment Bonds due on June 1, 2026 was in the amount of $1,394,000.00 which installment of purchase price was paid by the District when due on May 17, 2026. The Board has determined to adopt this Resolution to authorize the issuance of a series of federally taxable general obligation bonds of the District (the "Taxable Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Bonds") to provide funds with which to reimburse the District for payment of the purchase price due under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, and under the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, on May 17, 2026. U.S. Treasury Regulation §1.150-2(g) does not permit the use of tax-exempt bond proceeds to reimburse the issuer for paying the principal or interest on a prior obligation.

The District's installment of purchase price falling due under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, on May 17, 2027 is in the amount of $2,845,544.43. Of such amount, $849,044.43 will be applied to pay debt service on the Series 2020 Installment Bonds on June 1, 2027, $1,044,750.00 will be applied to pay debt service on the Series 2023 Installment Bonds on June 1, 2027, and $951,750.00 will be applied to pay debt service on the Series 2025 Installment Bonds on June 1, 2027. The District's installment of purchase price falling due under the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, on May 17, 2027 is in the amount of $1,189,750.00 which will be applied to pay debt service on the Series 2024 Installment Bonds on June 1, 2027. The Board has determined to adopt this Resolution to authorize the issuance of the Taxable Series 2026B Bonds to provide funds with which to pay the purchase price due under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, on May 17, 2027 to pay debt service due on the Series 2020 Installment Bonds, the Series 2023 Installment Bonds and the Series 2025 Installment Bonds on June 1, 2027, and to pay the purchase price due under the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, on May 17, 2027 to pay debt service due on the Series 2024 Installment Bonds on June 1, 2027. The federal tax rules permit the use of tax-exempt bond proceeds to refinance (or refund) other debt obligations so long as the refunding bond is issued not more than 90 days before the retirement of the refunded bond. Under 26 U.S.C. §149(d), a refunding bond that is issued more than 90 days before retirement of the refunded bond is referred to as an "advance refunding" and cannot be treated as a tax-exempt bond. Accordingly, the Taxable Series 2026B Bonds are ineligible for federal tax-exemption.

Section 1.03 Recital of Statutory Authorization.

Pursuant to the provisions of Sections 59-71-10 to 59-71-190, inclusive, of the Code of Laws of South Carolina 1976, as amended, and as amended and supplemented by Act No. 113 of the Acts and Joint Resolutions of 1999 of the General Assembly of South Carolina (together, the "School Bond Act"), the District is authorized to issue general obligation bonds, the proceeds of which are used to defray the cost of acquiring, constructing, improving, equipping, renovating and repairing school buildings or other school facilities of the District or the cost of the acquisition of land whereon to construct or establish such school facilities. The application of the proceeds of bonds to the acquisition of an undivided interest in the Amended 2005 Facilities and the Amended 2006 Facilities and the acquisition of the Improvements constitutes a valid use of the proceeds of bonds issued under the School Bond Act.

Section 1.04 Recital of Applicable Constitutional Provisions.

Pursuant to the provisions of Section 15 of Article X of the Constitution of the State of South Carolina, the District may borrow that sum of money which is equal to 8% of the last completed assessment of all taxable property located in the District without the necessity of conducting a referendum. The Board is advised that the 2025 assessed value of all taxable property located in the District, which is the last completed assessment thereof, is not less than $6,670,852,881 (which amount includes the assessed value of merchants' inventory in the amount of $21,657,390). Accordingly, the present debt limit of the District is not less than $533,668,230. As of the date of issuance of the Bonds authorized hereby, the District will have general obligation debt outstanding in the principal amount of $164,325,000 chargeable against the debt limit of the District. Thus, as of the date of issuance of the Bonds authorized hereby, the District will be authorized to borrow the sum of not exceeding $369,343,230 by way of general obligation debt.

[End of Article I]

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Resolution unless the context otherwise requires, the following terms shall have the following respective meanings:

"Ancillary Projects" shall mean the capital improvements of the District financed in connection with the delivery of the 2005 Facilities Agreement and the 2006 Facilities Agreement but not subject thereto.

"Authorized Investments" means any securities which are authorized legal investments for school districts of the State pursuant to the Code of Laws of South Carolina 1976, as amended.

"Authorized Officer" means the Chair or the Vice-Chair of the Board, the Secretary of the Board, the Superintendent, the Chief Financial Officer and the Deputy Chief Financial Officer of the District and any other officer or employee of the District designated from time to time as an Authorized Officer by resolution of the Board, and when used with reference to any act or document also means any other person authorized by resolution of the Board to perform such act or sign such document.

"Board" means the Board of Trustees of Charleston County School District, South Carolina, the governing body of the District, or any successor governing body of the District.

"Bonds" means, collectively, the Series 2026A Bonds and the Taxable Series 2026B Bonds.

"Bond Payment Date" means each March 1 and September 1 on which interest on any Series of Bonds shall be payable or on which both a Principal Installment and interest shall be payable on any Series of Bonds.

"Bondholder" or "Holder" or "Holders of Bonds" or "Owner" or similar term means, when used with respect to a Bond or Bonds of a Series, any person who shall be registered as the owner of any Bond of that Series Outstanding.

"Chair" shall mean the Chair of the Board and, in the absence or disability of the Chair, the Vice-Chair of the Board.

"Chief Financial Officer" shall mean the Chief Financial Officer of the District or any interim or acting Chief Financial Officer or, in the absence thereof, the Deputy Chief Financial Officer.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Disclosure Dissemination Agreement" means that agreement, the form of which appears attached hereto as Exhibit C, which is to be executed by an Authorized Officer and delivered in connection with each Series of Bonds at or prior to the closing of that Series of Bonds as required by Securities and Exchange Commission Rule 15c2-12, as amended.

"District" means Charleston County School District, South Carolina.

"District Request" means a written request of the District signed by an Authorized Officer.

"Escrow Agent" means Computershare Trust Company, National Association.

"Government Obligations" means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

"Original Issue Date" means any date of delivery of a Series of Bonds.

"Outstanding", when used in this Resolution with respect to a Series of Bonds, means as of any date all Bonds of that Series theretofore authenticated and delivered pursuant to this Resolution except:

(i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of the Resolution.

"Paying Agent" means the District, acting through the Superintendent.

"Person" means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

"Principal Installment" means the principal amount of all Bonds of a Series due on a specific Bond Payment Date.

"Record Date" means, with respect to a Series of Bonds, the 15th day of the calendar month immediately preceding the applicable Bond Payment Date.

"Registrar" means the District, acting through the Superintendent.

"Resolution" means this Resolution as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"School Bond Act" means Sections 59-71-10 to 59-71-190, inclusive, of the Code of Laws of South Carolina 1976, as amended, and as amended and supplemented by Act No. 113 of the Acts and Joint Resolutions of the General Assembly of South Carolina for the year 1999.

"Secretary" shall mean the Secretary of the Board and, in the absence or disability of the Secretary, any interim or acting Secretary of the Board.

"Series" or "Series of Bonds" or "Bonds of a Series" or similar terms means all Bonds designated as being of the same series, whether Series 2026A Bonds or Taxable Series 2026B Bonds, respectively.

"Series 2026A Bonds" means the General Obligation Bonds, Series 2026A of the District authorized by this Resolution to be issued in the aggregate principal amount of not exceeding $132,000,000.

"State" means the State of South Carolina.

"Superintendent" means the Superintendent of the District or any interim or acting Superintendent.

"Taxable Series 2026B Bonds" means the General Obligation Bonds, Taxable Series 2026B of the District authorized by this Resolution to be issued in the aggregate principal amount of not exceeding $10,000,000.

<u>Section 2.02</u> <u>Construction.</u>

In this Resolution, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Resolution.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Resolution, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Resolution.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Resolution, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Issuance of Bonds.

(a) Pursuant to the provisions of the School Bond Act, and for the purpose of obtaining funds for the purposes set forth in Section 1.01 hereof and paying the costs of issuance of the Series 2026A Bonds authorized hereby, there shall be issued not exceeding One Hundred Thirty-Two Million Dollars ($132,000,000) of general obligation bonds of the District, designated General Obligation Bonds, Series 2026A. The Superintendent or Chief Financial Officer shall determine the actual principal amount of the Series 2026A Bonds required to accomplish the purposes set forth in Section 1.01 hereof, provided that such principal amount shall not exceed $132,000,000.

(b) Pursuant to the provisions of the School Bond Act, and for the purpose of obtaining funds for the purposes set forth in Section 1.02 hereof and paying the costs of issuance of the Taxable Series 2026B Bonds authorized hereby, there shall be issued not exceeding Ten Million Dollars ($10,000,000) of general obligation bonds of the District, designated General Obligation Bonds, Taxable Series 2026B. The Superintendent or Chief Financial Officer shall determine the actual principal amount of the Taxable Series 2026B Bonds required to accomplish the purposes set forth in Section 1.02 hereof, provided that such principal amount shall not exceed $10,000,000.

Section 3.02 Maturity Schedule of Bonds.

The Series 2026A Bonds and the Taxable Series 2026B Bonds shall mature on the dates and in the principal amounts as determined by the Superintendent or Chief Financial Officer, upon advice of the Municipal Advisor to the District, provided that the aggregate principal amount of the Series 2026A Bonds issued hereunder does not exceed $132,000,000 and the aggregate principal amount of the Taxable Series 2026B Bonds issued hereunder does not exceed $10,000,000. The Bonds shall bear interest at rates determined in the manner prescribed by Section 3.15 hereof. Interest on the Bonds shall be first payable on March 1, 2027 and semiannually thereafter on March 1 and September 1 of each year until payment in full of the principal thereof. Each Series of Bonds shall be dated the date of the delivery thereof. The Bonds shall not be subject to redemption prior to maturity.

Section 3.03 Provision for Payment of Interest on the Bonds.

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Original Issue Date of each Series of Bonds shall be such date as may be designated by the Superintendent or Chief Financial Officer but in any case on or before the date of delivery of the respective Series of Bonds. The Bonds shall bear interest from the March 1 or the September 1 to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a March 1 or a September 1, in which case, from such authentication date, or if dated prior to the initial Bond Payment Date, then from the Original Issue Date of the respective Series of Bonds. The interest to be paid on any March 1 or September 1 shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such March 1 or September 1.

Section 3.04 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal Installments and Interest.

(a) The Bonds of a Series shall be payable as to Principal Installments and interest at the respective rates per annum determined in the manner prescribed by Section 3.15 hereof (on the basis of a

360-day year of twelve 30-day months), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds shall be issued in the form of fully-registered Bonds. The Bonds shall be issued in the denomination of $5,000 or any whole multiple thereof not exceeding the principal amount of the respective Series of Bonds maturing in such year. The Bonds of each Series shall be numbered from 1 upwards in such fashion as to maintain a proper record thereof.

(c) The Principal Installments of all Bonds of a Series shall be payable at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the District, which books shall be held by the Registrar as provided in Section 3.08 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books. Payment of the Principal Installments of all Bonds of a Series shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

As long as any of the Bonds remain Outstanding, the Superintendent shall serve as Registrar and Paying Agent of the Bonds.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name of and on behalf of the District by the manual or facsimile signature of the Chair or other Authorized Officer, with its corporate seal (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon, and attested by the manual or facsimile signature of its Secretary or other Authorized Officer (other than the officer executing such Bonds). Bonds bearing the manual or facsimile signature of any Person who shall have been such an Authorized Officer at the time such Bonds were so executed shall bind the District notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such Bonds or was not such Authorized Officer at the date of the authentication and delivery of the Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the form of the Bond attached hereto as Exhibit B, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the District shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Resolution.

Section 3.07 Exchange of Bonds.

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds of the same Series in authorized denominations of the same interest rate and maturity. So long as any of the Bonds remain Outstanding, the District shall make all necessary provisions to permit the exchange of Bonds.

Section 3.08   Transferability and Registry.

All Bonds of a Series shall at all times, when the same are Outstanding, be payable, both as to the Principal Installment and interest to the Holder, and shall be transferable only in accordance with the provisions for registration and transfer contained in the Resolution and in the Bonds. So long as any of the Bonds of a Series remain Outstanding, the District shall maintain and keep, at the office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the principal office of the Registrar, the District shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the District shall make all necessary provisions to permit the transfer of Bonds at the principal office of the Registrar.

Section 3.09   Transfer of Bonds.

Each Bond shall be transferable only upon the books of the District, which shall be kept for such purpose at the principal office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond of a Series, the District shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds, of the same Series, aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this Section shall be deemed to be the action of the District.

Section 3.10   Regulations with Respect to Exchanges and Transfers.

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the District or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The District shall not be obligated to issue, exchange or transfer any Bond after the applicable Record Date next preceding any Bond Payment Date.

Section 3.11   Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If any mutilated Bond is surrendered to the Registrar or the Registrar or the District receives evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar or the District such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a *bona fide* purchaser, the District shall execute, and upon District Request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like Series, tenor and principal amount, bearing a number unlike that of a Bond of that Series contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the District may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the District or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the District, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds of the same Series duly issued pursuant to the Resolution. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 3.12 Holder As Owner of Bond.

The District, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment of and interest on such Bond and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the District. No such Bonds shall be deemed Outstanding under the Resolution and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due on Saturdays, Sundays and Holidays.

In any case where any Bond Payment Date shall be a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the interest on or the Principal Installment of the applicable Series of Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.15 Conditions Relating to Naming of Interest Rates.

The Bonds of a Series shall bear such rate or rates of interest as shall at the sale of such Series of Bonds reflect the lowest true interest cost (TIC) to the District at a price of not less than par, but:

(a) all Bonds of the same maturity of the same Series shall bear the same rate of interest;

(b) no rate of interest named for a Series of Bonds shall be more than five per centum (5%) higher than the lowest rate of interest named for that Series of Bonds;

(c) no rate of interest named for a Series of Bonds shall be higher than six per centum (6%);

(d) each interest rate named shall be a multiple of one eighth ($1/8^{th}$) or one twentieth ($1/20^{th}$) of one per centum (1%); and

(e) any premium offered must be paid in cash as a part of the purchase price.

Section 3.16 Tax Exemption in South Carolina.

Both the Principal Installment and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.17 Order of Tax Levy to Pay Principal and Interest of Bonds.

For the payment of the Principal Installments and interest on the Bonds as the same respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the District are hereby irrevocably pledged, and there shall be levied annually by the Auditor of Charleston County, South Carolina, and collected by the Treasurer of Charleston County, South Carolina, in the same manner as county taxes are levied and collected, a tax on all taxable property in the District sufficient to pay the Principal Installments and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

The Auditor and Treasurer of Charleston County, South Carolina shall be notified of this issue of Bonds and directed to levy and collect, upon all taxable property in the District, an annual tax sufficient to meet the payment of the Principal Installments and interest on the Bonds, as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.19 Bonds Issued in Book-Entry-Only Form.

(a) Notwithstanding any provision of this Resolution to the contrary, the Bonds of a Series may initially be issued under the DTC book-entry-only system in fully-registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as initial securities depository for the Bonds. Notwithstanding anything to the contrary herein, so long as the Bonds of a Series are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds of that Series will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." Cede & Co. and successor securities depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) Notwithstanding any other provision of this Resolution, as long as a book-entry system is in effect for the Bonds of a Series, the Securities Depository Nominee will be recognized as the Holder of the Bonds of that Series for the purposes of (i) paying the Principal Installments and interest on such Series of Bonds, (ii) giving any notice permitted or required to be given to Bondholders under this Resolution, (iii) registering the transfer of Bonds of that Series, and (iv) requesting any consent or other action to be taken by the Holders of such Series of Bonds, and for all other purposes whatsoever, and the District shall not be affected by any notice to the contrary.

(c) The District shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities

Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Bonds.

(d) The District shall pay all of the Principal Installments and interest on Bonds of a Series issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of and interest on such Bonds.

(e) In the event that the Securities Depository for a Series of Bonds discontinues providing its services, the District shall either engage the services of another Securities Depository, or if another Securities Depository is not engaged, the Registrar and Paying Agent shall authenticate, register and deliver physical certificates for the Bonds of that Series in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In connection with any notice or other communication to be provided to the Holders of Bonds by the District or by the Registrar and Paying Agent with respect to any consent or other action to be taken by the Holders of Bonds, the District or the Registrar and Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

Section 3.20 Form of Bond.

The form of the Bond, and registration provisions to be endorsed thereon, shall be substantially as set forth in Exhibit B attached hereto and made a part of this Resolution.

[End of Article III]

ARTICLE IV

PURCHASE OF BONDS

Section 4.01 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may be made by the District at any time with money available to it from any source. Upon any such purchase, the District shall deliver such Bonds to the Registrar for cancellation.

[End of Article IV]

ARTICLE V

SALE OF BONDS

Section 5.01 Determination of Time to Receive Bids.

The Bonds shall be sold at public sale, at a price of not less than par. Bids for the Bonds of a Series shall be received at such date and time to be selected by the Superintendent or the Chief Financial Officer. The two Series of Bonds may be sold on the same date or on different dates as determined by the Superintendent or the Chief Financial Officer. Each Series of Bonds shall be advertised for sale in *The Bond Buyer*, which advertisement shall appear at least once, not less than seven days before the date set for the sale of the applicable Series of Bonds.

Section 5.02 Award of Bonds.

Upon receipt of bids for each Series of Bonds, the Superintendent or the Chief Financial Officer of the District, upon the advice of the Municipal Advisor to the District, is authorized to award the Bonds of that Series to the bidder offering the lowest true interest cost therefor.

Section 5.03 Preliminary Official Statement and Official Statement.

The Chief Financial Officer of the District is hereby authorized to prepare and cause to be distributed a Preliminary Official Statement in connection with the sale of the Bonds and to "deem final" the same within the meaning of Securities and Exchange Commission Rule 15c2-12. The Preliminary Official Statement may be made available in printed or electronic formats prior to the sale of the Bonds. Following the award of the Bonds as provided in Section 5.02 herein, the Chief Financial Officer of the District is authorized to prepare and make available to the purchaser of each Series of Bonds a final Official Statement in printed or electronic formats.

[End of Article V]

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Series 2026A Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Series 2026A Bonds shall be expended and made use of by the Board as follows:

(a) the amounts determined by the Superintendent or the Chief Financial Officer, upon the advice of the Municipal Advisor to the District, to be sufficient, including investment earnings thereon, to allow the District to make payments of purchase price due to the Trustee on November 16, 2026 as to the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, to pay debt service on the Series 2020 Installment Bonds, the Series 2023 Installment Bonds and the Series 2025 Installment Bonds on December 1, 2026 and as to the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, to pay debt service on the Series 2024 Installment Bonds on December 1, 2026 shall be paid to and held by the Escrow Agent in irrevocable escrow accounts (one such account for each of the Series 2020 Installment Bonds, the Series 2023 Installment Bonds, the Series 2024 Installment Bonds and the Series 2025 Installment Bonds) and invested in Government Obligations or held as cash for the payment of purchase price so due;

(b) the remaining proceeds shall be expended and made use of by the Board to defray the costs of the Improvements, as defined in Section 1.01 herein, including reimbursement of the District for expenditures previously incurred by the District in connection with the Improvements as permitted by the Code, and to pay the costs of issuing the Series 2026A Bonds. Pending the use of such portion of the Series 2026A Bond proceeds, the same shall be invested and reinvested in Authorized Investments. All earnings from such investments shall be applied to the cost of the Improvements; and

(c) if any balance remains, it shall be held in a special fund and used to effect the retirement of the Series 2026A Bonds authorized by this Resolution or to the payment of a portion of the purchase price of the Amended 2005 Facilities and the Amended 2006 Facilities, or, if so provided by resolution of the Board, to defray the cost of additional capital improvements to the facilities of the District.

Provided, that neither the purchaser nor any Holder of the Series 2026A Bonds shall be liable for the proper application of the proceeds thereof.

Section 6.02 Disposition of Taxable Series 2026B Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Taxable Series 2026B Bonds shall be expended and made use of by the Board as follows:

(a) the amount required to reimburse the District for the amounts paid to the Trustee on May 17, 2026 as purchase price under the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, to pay debt service on the Series 2020 Installment Bonds, the Series 2023 Installment Bonds and the Series 2025 Installment Bonds on June 1, 2026, and the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, to pay debt service on the Series 2024 Installment Bonds on June 1, 2026 shall be paid to the District;

(b) the amounts determined by the Superintendent or the Chief Financial Officer, upon the advice of the Municipal Advisor to the District, to be sufficient, including investment earnings thereon, to allow the District to make payments of purchase price due to the Trustee on May 17, 2027 as to the 2013B Facilities Agreement, as amended and supplemented by the 2020 Supplemental Facilities Agreement, the 2023 Supplemental Facilities Agreement and the 2025 Supplemental Facilities Agreement, to pay debt service on the Series 2020 Installment Bonds, the Series 2023 Installment Bonds and the Series 2025 Installment Bonds on June 1, 2027 and as to the 2014 Facilities Agreement, as amended and supplemented by the 2024 Supplemental Facilities Agreement, to pay debt service on the Series 2024 Installment Bonds on June 1, 2027 shall be paid to and held by the Escrow Agent in irrevocable escrow accounts (one such account for each of the Series 2020 Installment Bonds, the Series 2023 Installment Bonds, the Series 2024 Installment Bonds and the Series 2025 Installment Bonds) and invested in Government Obligations or held as cash for the payment of purchase price so due;

(c) the remaining proceeds shall be expended and made use of by the Board to pay the costs of issuing the Taxable Series 2026B Bonds; and

(d) if any balance remains, it shall be held in a special fund and used to effect the retirement of the Taxable Series 2026B Bonds authorized by this Resolution, or, if so provided by resolution of the Board, to defray the cost of capital improvements to the facilities of the District.

Provided, that neither the purchaser nor any Holder of the Taxable Series 2026B Bonds shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

ARTICLE VII

DEFEASANCE OF BONDS

Section 7.01 Discharge of Resolution - Where and How Bonds are Deemed to have been Paid and Defeased.

If all of the Bonds of a Series issued pursuant to this Resolution and all interest thereon shall have been paid and discharged, then the obligations of the District under this Resolution with respect to the Bonds of that Series and all other rights granted hereby shall cease and determine. The Bonds of that Series shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(a) The Paying Agent shall hold, at the stated maturities of the applicable Series of Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installments and interest on such Series of Bonds; or

(b) If default in the payment of the Principal Installments of the Bonds of a Series or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(c) If the District shall elect to provide for the payment of the Bonds of a Series prior to their stated maturities, and shall have deposited with the Paying Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the Principal Installments and interest to become due on the Bonds of that Series on and prior to their maturity dates.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installments and interest on the applicable Series of Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installments and interest to become due on the applicable Series of Bonds on and prior to their maturity dates, and interest earned from such reinvestments not required for the payment of the Principal Installments and interest may be paid over to the District, as received by the Paying Agent, free and clear of any trust, lien or pledge.

[End of Article VII]

ARTICLE VIII

FEDERAL TAX CONSIDERATIONS

Section 8.01 Compliance with the Code.

The District will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2026A Bonds, including without limitation, (i) the requirement to file the information reports with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the District covenants to execute any and all agreements, certificates and other documentation as it may be advised by bond counsel will enable it to comply with this Section, and such agreements, certificates and other documentation may be executed by an Authorized Officer.

The District hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2026A Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the Original Issue Date of the Series 2026A Bonds. Without limiting the generality of the foregoing, the District represents and covenants that:

(a) All property provided or refinanced by the net proceeds of the Series 2026A Bonds will be owned by the District in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The District shall not permit the proceeds of the Series 2026A Bonds or any facility financed or refinanced with the proceeds of the Series 2026A Bonds to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The District is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided or refinanced with the proceeds of the Series 2026A Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13 of the Internal Revenue Service.

(d) The District will not sell or lease any property provided or refinanced by the Series 2026A Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Series 2026A Bonds.

(e) The Series 2026A Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The District has not entered into any leases or sales or service contract with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Series 2026A Bonds.

All references to "property" and "facilities" in this Section 8.01 shall mean property and facilities comprising the Improvements, as well as property and facilities financed in connection with the delivery of the 2005 Facilities Agreement and the 2006 Facilities Agreement, including the Ancillary Projects.

Section 8.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that all of the money received from the proceeds of the Series 2026A Bonds will be expended within the limitations imposed by Section 148 of the Code and the Treasury Regulations promulgated pursuant thereto. Accordingly, the District will be able to certify upon reasonable grounds that the Series 2026A Bonds herein provided for are not "arbitrage bonds" within the meaning of Section 148 of the Code.

[End of Article VIII]

ARTICLE IX

MISCELLANEOUS

Section 9.01 Failure to Present Bonds.

Anything in this Resolution to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time after the date when such Bonds have become due and payable at their stated maturity dates that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the District pay such money to the District as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the District for the payment of such Bonds; provided, however, the Paying Agent shall forward to the District all moneys which remain unclaimed during a period five years from the Bond Payment Date, provided, however, that before being required to make any such payment to the District, the Paying Agent, at the expense of the District, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who would take if the Holder shall have died.

Section 9.02 Severability of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Resolution should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Resolution.

Section 9.03 Successors.

Whenever in this Resolution the District is named or referred to, it shall be deemed to include any entity which may succeed to the principal functions and powers of the District, and all the covenants and agreements contained in this Resolution or by or on behalf of the District shall bind and inure to the benefit of the successor whether so expressed or not.

Section 9.04 Resolution to Constitute Contract.

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the District and the Holders from time to time of the Bonds and such provisions are covenants and agreements with such Holders which the District hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds of a Series, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds of the same Series.

Section 9.05 Continuing Disclosure.

(a) In accordance with Act No. 442 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1994, the District hereby covenants to file with a central repository for availability in the secondary bond market when requested (1) an annual independent audit, within thirty days of the District's receipt of the audit; and (2) event specific information, within thirty days of an event adversely affecting more than five percent of the District's revenue or tax base. The only remedy for failure by the District to comply with the covenant in this Section 9.05 shall be an action for specific performance of this covenant. The Board specifically reserves the right to amend this covenant to reflect any change in Act 442, without the consent of any Bondholder.

(b) The District hereby covenants and agrees that it will comply with and carry out all of the provisions of each Disclosure Dissemination Agreement. Notwithstanding any other provision of this Resolution, failure of the District to comply with a Disclosure Dissemination Agreement shall not be considered an event of default hereunder; however, any Holder of a Bond of the applicable Series may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section 9.05(b). A Disclosure Dissemination Agreement with respect to each Series of Bonds shall be executed by an Authorized Officer prior to the delivery of the applicable Series of Bonds and shall be in such form as is set forth in Exhibit C hereto, together with such modifications and amendments thereto as shall be deemed necessary by such Authorized Officer, upon advice of counsel. The execution of the Disclosure Dissemination Agreement shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto.

Section 9.06 Filing of Copies of Resolution.

Copies of this Resolution shall be filed in the offices of the Board, the office of the Clerk of Court for Charleston County, South Carolina (as a part of the Transcript of Proceedings), and at the offices of the Paying Agent and Registrar.

[End of Article IX]

DONE IN MEETING DULY ASSEMBLED this 27th day of July, 2026.

CHARLESTON COUNTY SCHOOL DISTRICT,
SOUTH CAROLINA

(SEAL)

____
Chair, Board of Trustees

Attest:

____
Secretary, Board of Trustees

EXHIBIT A

LIST OF IMPROVEMENTS

Fixed Cost of Ownership and Modernization Projects

- Facilities Maintenance
- Playgrounds
- Security
- Information Technology
- Technology – Classroom Technology Upgrades, PC Replacement, Sound System, Software, contingency
- Furniture, Fixtures & Equipment
- Media Center
- Arts, Athletics, Career Technical Education
- Planning and Real Estate
- Transportation
- School Nutrition
- Nursing Services
- Minor Building/Site Modifications
- Additional capital improvements to school facilities of the District as more specifically approved by the Board in connection with resource allocation requests for Fixed Costs of Ownership for Fiscal Year 2026-2027
- Miscellaneous

EXHIBIT B

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT
GENERAL OBLIGATION BOND
[TAXABLE] SERIES 2026[A/B]

No. __

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
%	March 1, 20__	_________, 2026	

Registered Holder: CEDE & CO.

Principal Amount: _______________________ DOLLARS ($__________)

KNOW ALL MEN BY THESE PRESENTS, that Charleston County School District, South Carolina (the "School District"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this bond at the office of the Superintendent of Charleston County School District in the City of Charleston, State of South Carolina (the "Registrar/Paying Agent"), and to pay interest, calculated on the basis of a 360-day year consisting of twelve months of 30 days each, on such Principal Amount from the date hereof at the Interest Rate per annum shown above until the School District's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this bond is payable semiannually on March 1 and September 1 of each year commencing March 1, 2027, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the School District maintained by the Registrar/Paying Agent at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date (each, a "Record Date"). The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. This bond is not subject to redemption prior to maturity.

This bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

This bond is one of an issue of bonds in the aggregate principal amount of $____________ (the "Bonds") issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 15 of the Constitution of the State of South Carolina 1895, as amended; Title 59, Chapter 71 of the Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a resolution duly adopted by the Board of Trustees of the School District on July 27, 2026 (the "Resolution"). Capitalized terms used but not defined herein shall have the meanings ascribed to them by the Resolution.

For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the School District are hereby irrevocably pledged, and there shall be levied annually by the Auditor of Charleston County and collected by the Treasurer of Charleston County, in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each maturity of the Bonds, registered in the name of the Securities Depository Nominee, is being issued and is required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of $5,000 or any whole multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The School District and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The School District will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.

This bond is transferable only upon the books of the School District kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Holder hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Resolution. The School District and the Registrar/Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes. The School District shall not be obligated to issue, exchange or transfer any Bond after any Record Date.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the School District does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds at the maturity thereof and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, the Board of Trustees of Charleston County School District, South Carolina, the governing body of the School District, has caused this bond to be signed by the manual signature of the Chair and its corporate seal to be hereunto impressed and attested to by the manual signature of its Secretary.

(SEAL)

CHARLESTON COUNTY SCHOOL DISTRICT, SOUTH CAROLINA

By: ____
Chair, Board of Trustees

Attest:

____
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Resolution.

CHARLESTON COUNTY SCHOOL DISTRICT, SOUTH CAROLINA
as Registrar/Paying Agent

By: ____
Superintendent

Authentication Date: _______________, 2026

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
____

(Name and Address of Transferee)

the within bond and does hereby irrevocably constitute and appoint ___________________________ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

__________________________________ Signature Guaranteed	____ (Authorized Officer)
__________________________________ (Signature must be guaranteed by a participant in the Securities Transfer Agent Medallions Program (STAMP))	____ Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT C

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of ___________, 2026 is executed and delivered by Charleston County School District, South Carolina (the "School District") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC"), for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) in order to assist the School District in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule"). Inasmuch as the Bonds have a stated maturity of less than 18 months, the limited exemption provided by S.E.C. Rule 15c2-12(d)(3) applies to the Bonds, and the School District's obligations are limited to compliance with S.E.C. Rule 15c2-12(b)(5)(i)(C).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the School District through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the School District or anyone on the School District's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Bonds" means the obligations as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Notice Event notice or Voluntary Event Disclosure delivered to the Disclosure Dissemination Agent is the Notice Event notice or Voluntary Event Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the School District and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the School District pursuant to Section 8 hereof.

"Disclosure Representative" means the Chief Financial Officer of the School District or his or her designee, or such other person as the School District shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial

Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Notice Event notices or the Voluntary Event Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 2(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the School District, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the School District in connection with the Bonds, as listed in Exhibit A.

"Trustee" means the institution, if any, identified as such in the document under which the Bonds were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (a)(ii)(1) through (a)(ii)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 6(a) of this Disclosure Agreement.

SECTION 2. Filing of Notice Events.

(a) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file the text of each Notice Event received under Sections 3(a) and 3(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the School District pursuant to Section 3(a) or 3(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 3(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material, and tender offers;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Bankruptcy, insolvency, receivership or similar event of the Obligated Person;"

13. "The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"

14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

15. "Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material;" and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

(ii) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 6(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the School District pursuant to Section 6(a) (being any of the categories set forth below) when filing pursuant to Section 6(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in Obligated Person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service" other than those communications included in the Rule;

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;" and

10. "other event-based disclosures."

(iii) provide the School District evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(b) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

13. **Note to subsection (a)(12) of this Section 4:** For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

14. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

15. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

16. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

17. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The School District shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(a)(i) of this Disclosure Agreement), include the text of the disclosure that the School District desires to make, contain the written authorization of the School District for the Disclosure Dissemination Agent to disseminate such information, and identify the date the School District desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the School District or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the School District determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 3, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(a)(i) of this Disclosure Agreement), include the text of the disclosure that the School District desires to make, contain the written authorization of the School District for the Disclosure Dissemination Agent to disseminate such information, and identify the date the School District desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the School District as prescribed in subsection (a) or (b)(ii) of this Section 3 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with the MSRB in accordance with Section 2(a)(i) of this Disclosure Agreement. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit B-1.

SECTION 4. <u>CUSIP Numbers</u>. The School District will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 5. <u>Additional Disclosure Obligations</u>. The School District acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the School District, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The School District acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 6. <u>Voluntary Filing</u>.

(a) The School District may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(a)(ii) of this Disclosure Agreement), include the text of the disclosure that the School District desires to make, contain the written authorization of the School District for the Disclosure Dissemination Agent to disseminate such information, and identify the date the School District desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the School District as prescribed in this Section 6(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(a)(ii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit B-2.

(b) The parties hereto acknowledge that the School District is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 6(a) hereof.

(c) Nothing in this Disclosure Agreement shall be deemed to prevent the School District from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Notice Event notice or Voluntary Event Disclosure, in addition to that required by this Disclosure Agreement. If the School District chooses to include any information in any Notice Event notice or Voluntary Event Disclosure in addition to that which is specifically required by this Disclosure Agreement, the School District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Notice Event notice or Voluntary Event Disclosure.

SECTION 7. Termination of Reporting Obligation. The obligations of the School District and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the School District is no longer an Obligated Person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 8. Disclosure Dissemination Agent. The School District has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The School District may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the School District or DAC, the School District agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the School District shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the School District.

SECTION 9. Remedies in Event of Default. In the event of a failure of the School District or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Disclosure Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 10. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the School District has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the School District and shall not be deemed to be acting in any fiduciary capacity for the School District, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the School District's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the School District has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the School District at all times.

The obligations of the School District under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the School District.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 11. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the School District and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the School District and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the School District nor the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days prior written notice of the intent to do so together with a copy of the proposed amendment to the School District. No such amendment shall become effective if the School District shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the School District, the Trustee, if any, of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the School District have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By:_______________________________________
Name:_____________________________________
Title:______________________________________

CHARLESTON COUNTY SCHOOL DISTRICT,
SOUTH CAROLINA, as Issuer

By:_______________________________________
Name:_____________________________________
Title:______________________________________

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer:	Charleston County School District, South Carolina
Obligated Person(s):	Charleston County School District, South Carolina
Name of Issue:	General Obligation Bonds, [Taxable] Series 2026__
Date of Issuance:	_________, 2026
Date of Official Statement:	_________, 2026

CUSIP Number:

EXHIBIT B-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

____

Issuer's Six-Digit CUSIP Number:

____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11.____"Rating changes;"
13.____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14.____"Merger, consolidation, or acquisition of the obligated person, if material;"
15._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
16._____"Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;" and
17._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

____

Name: _______________________________ Title: _____________________________________

Digital Assurance Certification, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT B-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of ____________ between the Obligated Person and DAC.

Issuer's and/or Other Obligated Person's Name:

____

Issuer's Six-Digit CUSIP Number:

____

____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1._____"amendment to continuing disclosure undertaking;"
2._____"change in obligated person;"
3._____"notice to investors pursuant to bond documents;"
4._____"certain communications from the Internal Revenue Service;"
5._____"secondary market purchases;"
6._____"bid for auction rate or other securities;"
7._____"capital or other financing plan;"
8._____"litigation/enforcement action;"
9._____"change of tender agent, remarketing agent, or other on-going party; and"
10.____"other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

____

Name: ________________________________Title: ______________________________________

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

~~ADMISSION OF NONRESIDENT STUDENTS~~ Student Transfers

Code **JFAB** *Issued* **5/24**

Purpose: To establish ~~guidelines for admitting to Charleston County School District schools those students who do not reside in the district.~~ a clear, consistent, and transparent process for student transfers, including interdistrict transfers for students residing outside of Charleston County, and intradistrict transfers for students residing within Charleston County, in accordance with applicable federal and state laws.

The superintendent will make recommendations to the board for inter-or intra-district transfers. ~~when students residing outside of Charleston County request to be admitted to district schools~~. These recommendations will follow applicable state law and adhere to school capacity determinations. School capacity shall be determined through an annual capacity study considering facility constraints, staffing levels, class size limits, grade-level enrollment, specialized programs, and other applicable state and federal requirements. No inter-or intra-district transfer ~~out-of-district~~ student may be admitted unless the parent/legal guardian assumes responsibility for transportation. Behavioral and academic requirements set out in policy JFAA, *Admission of Resident Students*, apply to non-resident students.

The district shall annually review this policy and maintain data regarding applications, approvals, denials, waitlists, and appeals, and shall report such data to the South Carolina Department of Education as required.

The district shall prominently post transfer procedures, available capacity, transfer fees, transportation information, and application for enrollment timelines on its website and shall provide public notification.

Nothing in this policy shall be construed to alter the rights of students with disabilities under IDEA or Section 504. Educational placement and the provision of special education and related services shall be determined through the applicable IEP or Section 504 process.

Definitions

For purposes of this policy, the following terms are defined below.

Interdistrict transfer means a transfer that allows students to enroll in a school or school district outside their residentially zoned school district. Transfers to a charter school are not considered interdistrict transfers for the purposes of this policy.

Intradistrict transfer means a transfer that allows students who are residents of Charleston County to enroll in a neighborhood school within their residential school district that is outside their residential enrollment zone as assigned by the District Board of Trustees. Transfers to a charter school are not considered intradistrict transfers for the purposes of this policy.

School capacity is the maximum number of students that can be accommodated in a school, ensuring a safe and effective learning environment. School capacity shall be determined by a capacity study, which shall include consideration of building capacity, individual class sizes, specialized program capacity and other considerations required by state and federal law.

Specialized program is a structured educational initiative or curriculum designed to meet the distinct academic or vocational needs of students.

Waitlist is a list of students who have applied for enrollment in a school that has reached full capacity.

Resident district means the district for which a student is residentially zoned.

Nonresident transfer district means the district to which the non-resident student applies for transfer.

Resident refers to a student who lives within the boundaries of a specific school district.

Nonresident means a student who resides outside the district boundaries but enrolls in a district school through interdistrict transfer.

Sibling means a person who shares at least one biological or legal parent or who is legally recognized as a sibling through adoption, an active foster care placement, or an established legal guardianship or custodial arrangement. For purposes of determining sibling priority, an active foster care placement or legal guardianship/custodial arrangement must be established within the same residence at the time of application and remain in effect through the lottery, selection, and seat offer process.

Lottery is a process in which all applicants are randomly ordered, with designated priorities applied within the randomization process.

Transfer Application and Enrollment Timeline

The district shall establish an annual intra- and inter-district transfer application for enrollment window opening no later than February 1 for the upcoming school year and remaining open for at least ninety (90) days. Parents/legal guardians may submit an online or paper application during the annual application for enrollment window. The district will advertise the application for enrollment window for at least 30 days in advance of its opening.

The district shall annually publish available capacity by school, grade level, and specialized program on the district website prior to the opening of the application for enrollment window. The district may, but is not required to, update its capacity numbers during the transfer application for enrollment window.

The superintendent or designee shall evaluate applications based upon available capacity and objective criteria including attendance, disciplinary history, specialized program eligibility, staffing, facilities, and other factors authorized by law.

Deadlines

All inter-or intra-district transfer applications for enrollment must be submitted by the designated deadline in order to be considered for placement through the transfer lottery process for the next school year.

Application Notification

Applicants shall receive written notification of the outcome of their application within thirty (30) days following the close of the application for enrollment window. If the school or specialized program is at capacity, students will be placed on a waitlist.

Seat Acceptance

Upon receiving a transfer seat offer notification, the applicant must accept or reject the seat within 14 calendar days of the date of the seat offer notification.

Waitlist

Eligible applicants for schools or programs at capacity shall be placed on a waitlist according to random lottery with published priorities and offered admission if space becomes available. **Waitlists are applicable to one school year only and do not carry over to the next application year.**

Sibling Priority

Subject to available capacity and published program or school criteria and priorities, a priority shall be given to resident students and then to nonresident students. Sibling priority will be applied within the applicable resident status.

Tuition/Transfer Fee

The district will charge tuition/transfer fee to ~~certain~~ non-resident students, including students accepted through the interdistrict transfer process.

Examples of students who must pay tuition/transfer fee include the following:

- a student in one county who resides closer to schools in an adjacent county (59-63-480)
- a student who qualifies for attendance only by virtue of owning real property with a tax assessed value of $300.00 or more, pursuant to S.C. Code of Laws, 1976, as amended, Sections 59-63-30 and 59-63-45.

- Students admitted to a Charleston County school through the interdistrict transfer process (SC Code of Laws, Section 59-8-110 et seq.)

The finance office will collect the tuition as specified in S.C. Code of Laws, 1976, as amended, Sections 59-63-480 and 59-63-45. The annual interdistrict transfer fee shall not exceed the previous school year's local per-pupil tax revenue amount as calculated by the South Carolina Department of Education. Parents/legal guardians may elect quarterly or semiannual payments. Billing shall align with the Education Scholarship Trust Fund (“ESTF”) disbursement schedule, and invoices shall not be due until at least ten business days after ESTF funds are distributed.

If the previous year’s tuition is not paid by June 30, the student will not be allowed to re-enroll in any CCSD school for the upcoming school year.

Continued Enrollment

Parents are not required to fill out a renewal application for their resident or nonresident student to remain enrolled in the school as long as the student remains in good standing in terms of the applicable CCSD Transfer Student Contract unless the child is progressing to the next school in the district’s grade progression where there is not a feeder pattern or in cases where there are capacity constraints at the next level of school. In those instances, the district may require submission of a renewal application during the applicable CCSD transfer application window in order to establish intent to continue enrollment. In circumstances requiring a renewal application, the existing resident and nonresident student will be afforded priority over newly applying resident and nonresident students. If a parent wishes their resident or nonresident student to attend a different school serving the same grade levels as their currently enrolled transfer school, the parent must submit a new application and must follow the same intra-or-inter-district transfer process to apply for enrollment in the new school.

Enrollment Criteria

Denials: The District may deny entry to inter-district students based on their past disciplinary and/or attendance records, in accordance with state law and regulation.

Specialized Programs: Students applying to schools with specialized programs (e.g., magnet schools, STEM programs) are subject to additional eligibility requirements, including auditions, interviews, or standardized assessments. The district must give students transferring into a school equal opportunity to apply for any specialized programs at the school.

Students Planning to Move into the District

The superintendent will not charge tuition/transfer fee for a student planning to move into the district, provided the parent/legal guardian provides a release from the district in which the student resides and demonstrates by a statement from a builder, seller, or lessor that the student and his/her parent/legal guardian will establish residency in the district by the district’s established deadline for residency verification ~~end of that school year.~~ If residency is not established by the end of the school year in which the student has been admitted, the student must be withdrawn from the district school and may not use this provision for enrollment until residency has been established.

Magnet Schools/Programs

~~To attend a magnet school or program, a nonresident student must be authorized to attend in the attendance area, if any, served by that magnet school or program.~~ Resident students shall receive acceptance priority in accordance with district School Choice procedures. Both resident and nonresident students may apply to magnet schools and specialized programs that are offered through the district's School Choice application process. Admission for non-resident applicants is subject to the same eligibility requirements and selection criteria as resident applicants.

Students Who Move During the School Year

Students who move out of the district at any time during the school year will no longer be eligible to remain in a district school without district approval. Such students may appeal to the county board for permission to continue enrollment for the remainder of that school year. Pending any such appeal, the student may remain enrolled in the school. If the student is not granted board permission to continue enrollment, the student must withdraw from the district school. If the student moves outside of the district before the 135th day of school, and is given board permission to remain at the school, the student's parent/legal guardian will be required to pay a pro-rated amount of tuition for the remainder of the school year. If the student moves outside of the district after the 135th day of school, and the parent/legal guardian is only requesting the student be allowed to remain enrolled through the end of the school year, the superintendent or his/her designee will be given the authority to process these requests. If approved, tuition will be waived for the remainder of that school year. If the parent/legal guardian is requesting the student be allowed permission to return to the school in the fall and in subsequent years, the board will retain its authority to make such decisions and tuition will be charged as established by policy.

Foreign Exchange Students

The district ~~will~~ may admit students from foreign countries who are age eligible and who are participating in a foreign student exchange program based on space availability in the requested school.

~~Charleston County School District will not deny admission to any student on the basis of race, religion, creed, sex, gender preference, color, disability, national origin, immigrant status, or English-speaking status.~~

Activity Duty Military Personnel

The district will admit a limited number of nonresident kindergarten through 12th grade students whose parent/legal guardian are active duty military personnel assigned to Joint Base Charleston to CCSD neighborhood schools. This provision does not include enrollment at magnet schools/programs or charter schools. The district must receive written confirmation of the military personnel's status (temporary duty/TDY or permanent duty station/PDS) from an official from

Joint Base Charleston. The confirmation should include the timeframe in which the military personnel will be stationed at Joint Base Charleston. Enrollment approval is contingent upon space availability at the neighborhood school. If approved, the student may remain enrolled at the school until completion of the school's highest grade level. The student must re-apply when matriculating to another school level or for any other request to change schools. Out-of-County tuition will not be assessed for students admitted pursuant to this provision. Transportation to/from the school must be provided by the parent. If approved, the parents must submit a release from their home district.

See administrative regulation for additional implementation information.

Appeals Process:

Denial of Enrollment: If an applicant's request for an inter-or-intra-district transfer is denied, applicants have the opportunity to appeal the decision. Appeals must be submitted within 10 calendar days of receiving the transfer denial notification, as documented in the application portal. Appeals will be reviewed by a District Transfer Appeal Hearing Panel.

Appeal decisions will be made before the transfer lottery is conducted. If the appeal is approved, the application will move forward in the transfer process and be included in the Transfer lottery for an available seat along with all other transfer applicants.

Applicants will be notified of the appeal decision through the District Application Portal and/or the email address associated with the transfer application.

If the initial Transfer denial decision is upheld, the applicant may submit an additional appeal that will be reviewed by the District Board of Trustees for a district level decision. An appeal must be submitted within 10 calendar days of receiving the transfer denial notification, as documented in the application portal. This will be the final decision for intra-district applicants.

For Inter-District (non-resident transfer applicants) only, if the District Board of Trustees also upholds this denial, the applicant may appeal to the State Board, which may delay transfer lottery processes until the State Board provides a notification.

Charleston County School District will not deny admission to any student on the basis of race, religion, creed, sex, gender preference, color, disability, national origin, immigrant status, or English-speaking status.

Placement Subject to Change

The placement of any student, whether by attendance area, transfer or other process, is subject to change by operation of law, change in policy, altered attendance lines or other Charleston County School District Board of Trustees action.

See policy and administrative rule JRA, Student Records, for information pertaining to the transfer of student records.

Cf. JRA

Adopted 10/25/76; Revised 1/23/06, 2/11/08, 9/27/10, 1/13/14, 4/28/14, 6/27/16, 1/22/18, 7/15/19, 5/20/24

Legal References:

A. United States Code of Laws, as amended:
1. Every Student Succeeds Act, Pub. L. No. 114-95, 129 Stat. 1802.
2. McKinney-Vento Homeless Assistance Act, 42 U.S.C.A. Section 11431, *et seq*.
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. Section 701, *et seq*.
4. Title II of the Americans with Disabilities Act, 42 U.S.C.A. 12132.
5. Title IV of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000c, *et seq*.
6. Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000d, *et seq*.
7. Title IX of the Education Amendments of 1972, 20 U.S.C.A. Section 1681, *et seq*.

B. S.C. Code of Laws, 1976, as amended:
1. Section 44-29-180 - Students must show immunization records prior to admission.
2. Section 59-19-90(10) - Authority of board to prescribe conditions and charges for attendance.
3. Section 59-38-10 - South Carolina Education Bill of Rights for Children in Foster Care.
4. Section 59-63-30, *et seq*. - Qualifications for attendance.
5. Section 59-63-45 - Reimbursement requirements for nonresident students.
6. Section 59-63-480, *et seq*. - Attendance of nonresident students.

C. Federal Cases:
1. *Parents Involved in Community Schools v. Seattle School District No. 1*, 551 U.S. 701 (2007).
2. *Plyler v. Doe*, 457 U.S. 202 (1982).

D. S.C. Cases:
1. *Storm M.H. ex rel. McSwain v. Charleston County Board of Trustees*, 400 S.C. 478, 735 S.E.2d 492 (2012).

E. S.C. State Board of Education Regulations:
1. R43-272 - School admission.
2. R43-273 - Transfers and withdrawals.